



County of Solano  
Standard Contract

For County Use Only  
CONTRACT NUMBER:  
00591-13  
Dept., Division, FY, #  
H&SS, CWS  
BUDGET ACCOUNT:  
7606  
SUBJECT ACCOUNT:  
2245

1. This Contract is entered into between the County of Solano and the Contractor named below:

Chabot Las Positas Community College District  
CONTRACTOR'S NAME

2. The Term of this Contract is:

7/1/2013 to 6/30/2013

3. The maximum amount of this Contract is:

\$ 752,055

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Contract:

Exhibit A – Scope of Work

Exhibit B – Budget Detail and Payment Provision

Exhibit C – General Terms and Conditions

Exhibit D – Special Terms and Conditions

This Contract is made on                     , 2013

CONTRACTOR	COUNTY OF SOLANO
<u>Chabot Las Positas Community College District</u>	
<u>CONTRACTOR'S NAME</u>	<u>Birgita E. Corsello</u> DATED
	<u>County Administrator</u> TITLE
<u>SIGNATURE</u>	<u>275 Beck Ave.</u> ADDRESS
	<u>Fairfield</u> CA 94533
<u>PRINTED NAME AND TITLE</u>	<u>Fairfield</u> CITY STATE ZIP CODE
<u>5020 Franklin Drive</u>	<u>Approved as to Content:</u>
<u>ADDRESS</u>	<u>DEPARTMENT HEAD OR DESIGNEE</u>
<u>Pleasanton, CA 94588</u>	<u>Approved as to Form:</u>
<u>CITY STATE ZIP CODE</u>	<u>COUNTY COUNSEL</u>

Rev. 1/09/08

**CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE**

**EXHIBIT A**  
**SCOPE OF WORK**

**Contract Description**

As administrator of the Title IV-E training contract with Solano County, Chabot-Las Positas Community College District (Contractor) will provide Title IV-E training and technical assistance through contract management and subcontract management

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**Work Activities**

**I. Overview**

**a. Audience**

There are two types of programs funded under this contract: the first includes training for child welfare workers, the second covers training for group home staff and foster care providers. Both programs benefit children in foster or adoptive care in Solano County by providing resources to those who care for them.

**b. Contract Parties**

The trainings offered shall fulfill the requirements for Title IV-E federally funded training programs. Contractor shall collaborate with subcontracting agencies and Solano County, (County) to coordinate training schedules, locations and subcontracting activities.

**c. Subcontractors**

The Contractor shall work closely with subcontractors (Seneca Center, Alternative Family Services and A Better Way) to build on the accomplishments of the 2004-2013 programs in designing the 2013-14 training program. Trainings and technical assistance will be offered to group home, foster family agency staff, and other foster care providers in a coordinated and (as needed) sequential manner, ranging from a foundational knowledge of direct care; to sophisticated skills for intervening with children and families in crisis; to the design of innovative services that meet the needs of even the most challenging clients, in the least restrictive and most family-like setting possible.

**II. Trainings Address Differing Needs in County**

**a. Child Welfare Staff Trainings**

County staff training courses will allow trainees to build on and enhance their professional competencies, as outlined by County supervisory staff. Training topics, scheduling and delivery, will be coordinated between County staff and Contractor. County staff and Contractor will work together to establish the audiences for the trainings, as well as selecting which trainings and which instructors can best address the needs identified by the department.

**b. Group Home Provider, Foster Family Agency Staff and Foster Parent Trainings**

Contractor, in collaboration with its subcontractors, shall design and convene a series of training courses that shall serve as a local training resource for group home staff and foster care providers serving County's federally IV-E eligible children. Trainings will be delivered at the provider's site or another location, depending on need and specificity necessary for the audience.

### **III. Categories of Title IV-E Allowable Trainings**

#### **a. General Trainings**

These trainings provide new information and refresher courses directly related to working with court dependents and their families, and to maintain the exemplary skill level required by group home providers.

- The trainings will be offered via lecture, group discussions and interactive activities.
- General Trainings range in topic area from Child Abuse Reporting and Family Dynamics to Suicide Prevention in Youth.
- General Trainings include more advanced trainings that include those mandated for the staff working with foster children.
- The majority of Title IV-E trainings qualify under the General Trainings category.

#### **b. Organizational Trainings**

These trainings provide health and safety and other administrative needs not related to hands-on care for foster children.

- The trainings will be offered via lecture, group discussions and interactive activities.
- Organizational training topics range from CPR/First Aid and supervisory and employee skills, such as conflict resolution, hiring and retention of staff, and computer training.
- A small portion of Title IV-E trainings qualify as organizational trainings.

### **IV. Scheduling:**

- a. Courses start July 2013 and are delivered as needed until June 30, 2014.
- b. Contractor will work with County Deputy Director or designee to receive authorization of training topics and training schedule. Contractor will maintain schedules of trainings.
- c. Cancellations-both Contractor and County retain the right to cancel any class that is offered under this Agreement no later than 7 days before the first meeting of the class. However, if there are less than six (6) registrants for a scheduled class, the class may be canceled at Contractor's discretion for lack of interest.

### **V. Evaluation and Post-Testing Requirements:**

- a. Following all trainings, participants will be requested to fill out a course evaluation to assist the program coordinators with assessing the effectiveness of the instructor, materials, and information offered in the training. Changes will be made to those courses not delivering a quality, engaging educational experience.
- b. Trainings that meet regulatory/licensing requirements shall require a post-test. 75% of the class shall pass the post-test with 75% score or better. If majority of class does not pass post-test, instructor and curriculum shall be reviewed and steps taken to assure success in subsequent trainings, and additional training shall be provided to students who did not pass the post-test to assure their comprehension of the material. County reserves the right to review and approve the content of post-test material for appropriate level of difficulty.

**VI. Reporting Requirements:**

- a. Invoices shall have supporting documentation for each training invoiced, including:
  - o Breakdown of types of participants in training by month:
    - Number of subcontractor staff
    - Number of other agencies' or probation group home staff
    - Number of current and prospective foster and adoptive parents
    - Number of County staff
  - o Participant sign-in sheet
  - o Outline/summary of training (if not previously submitted)
  - o Summary of each class' evaluations (number submitted, average "grade" on each evaluation point, overall grade for training, comments as necessary)
  - o Summary of each class' post-tests (if applicable – see §V.b. above)
  - o Contractor shall be responsible for maintaining raw data to back-up monthly summary reports, to be made readily available to county or federal employees as required for auditing purposes.
  
- b. Annual Report shall be submitted by September 30, 2014, reflecting the contract year's activities, including:
  - o Overview of program
  - o Forward-looking discussion of how to improve or build upon successes
  - o Training detail
    - Training topics delivered
    - Total number of hours delivered
    - Total number of individuals participating in each training topic
  - o Total match provided, budget detail of match
  - o Total invoiced amount
  - o Breakdown of types of participants in training for the year
    - Number of subcontractor staff
    - Number of other agencies' or probation staff
    - Number of current and prospective foster and adoptive parents
    - Number of County staff

**VII. Certification/Licensure:**

- a. Contractor represents that it is a public post-secondary educational institution with the capability and the experience to provide services in the subject area specified herein. If any class offered under this contract is for college credit, the instructor employed to teach this class will hold or qualify for a valid Faculty Service Area (FSA) authorizing instruction at the post-secondary level in the subject area specified.
- b. Contractor and subcontractors will maintain all licensures and certifications as required by regulatory statute and standard for each agency's operations.  
Subcontracted agencies will maintain and keep current all licenses granted through the State Department of Social Services and the accreditation granted through the California Alliance of Services to Children and Families.

**VIII. Service Area: County of Solano**

**IX. Service Delivery Sites:**

Most training will be offered at our subcontractors' training centers; however, trainings for individual agencies may be delivered at the provider's site. County trainings will be delivered primarily at county facilities or at other public areas convenient to staff members. Other venues may be used as necessary to accommodate larger audiences or special needs.

**X. Instructor Qualification Criteria:**

Contractor shall choose instructors by their ability to fulfill instruction requirements in specific topics, including subject matter expertise and training experience.

**EXHIBIT B**  
**PAYMENT PROVISIONS AND BUDGET DETAIL**

**Invoicing Procedures**

- I. **Solano County's Contract Amount:** Maximum contract amount (payment to contractor): \$752,055.00.
- II. **Maximum amount to be paid to vendor:** \$752,055.00.
- III. **Minimum match amount (provided by Contractor):** 47.5% of total training costs, or \$680,431.00 if entire contract is utilized at General Training rate.
- IV. **Total Training Costs to be Billed to the State** (reimbursement + match): \$ 1,432,486.00.
- V. **Terms and Conditions of Payment:** Contractor's payment amount shall not exceed the total amount of \$752,055 for the term of this agreement. It is the obligation of the Contractor to progressively monitor all expenditures and take appropriate corrective preventive measures including the timely notification of Solano County Health and Social Services Department, Child Welfare Services Division (SCHSS-CWS) if stoppage of services becomes the necessary measure to prevent the over-expenditure of contract funds. Prior approval from the Deputy Director or an authorized designee and Contractor's signatory or an authorized designee shall be required to alter or change the terms and conditions of this agreement.
- VI. **Payment for Services Rendered Only:** Contractor shall only be paid for services rendered and invoiced to County. County is not obligated to pay for any part of contract amount that does not reflect services rendered with documentation of such services provided.
- VII. **Funding Availability:** Funding of this contract is subject to the availability of authorized funds. If expected or actual federal or state funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this contract, or any subsequent amendment, the County of Solano may, upon written notice to the Contractor, terminate this contract in whole or in part.
- VIII. **Subcontracts:** Contractor will be developing subcontracts with Seneca Center, Alternative Family Services and A Better Way to deliver instruction. Other subcontracts may be developed to deliver trainings, if appropriate.
- IX. **Cost Reimbursement:** Payments made for completed training expenses only. Payment is dependent on 1.) The type of training being delivered and 2.) Whether the cost of the training falls within the usual and average costs, or if it exceeds average costs and therefore is reimbursed at a direct Fee-For-Service basis.
- X. **Types of Trainings:** Trainings will be divided into two categories: General Trainings and Organizational Trainings.
  - a. General Trainings increase the ability of staff to provide support and assistance to foster and adoptive children; and include trainings for managers and supervisors who manage child care workers, as well as trainings that increase the general skill level of employees.

- b. Organizational Trainings include trainings that do not benefit the foster children directly, but give employees the tools to better perform at their jobs.

**XI. Federal Penetration Rate (FPR) for Solano County (70.03%):**

- a. Direct Training costs of General Trainings will be reimbursed at the rate of 75% FFP (or, 52.5% at the current FFP). Administrative costs of General Trainings will be reimbursed at the rate of 50% FFP (or, 35% at the current FPR).
- b. All costs of Organizational Trainings are considered to be Administrative, and will be reimbursed at the rate of 50% FFP (or, 35% at the current FPR).

**XII. Rate:** Hourly trainings will be invoiced at an average rate \$553.00 per hour. Based on the federal penetration rate of 70.03%, the majority of General Training expenses will be reimbursed 52.5%, (with the exception of indirect costs, which are to be reimbursed at 35%), for a total of \$262.68 per hour. Organizational Training expenses will be fully reimbursed at 35%, or \$193.55 per hour.

**XIII. Fee for Service Trainings:** For ease of processing, an average hourly cost of \$553.00 will be used as a basis for invoicing for most training. Trainings that have costs exceeding average hourly costs will be billed as a Fee for Service (FFS) training. A pool of \$247,709 of the total contract amount is to be set aside for those trainings which have costs exceeding the average hourly rate. These trainings are often delivered by outside experts, usually for multiple group home providers, often at a conference site. Reimbursable expenses for Fee for Service trainings are the same as for hourly trainings. These include instructor costs, staff costs, materials and postage, facilities (reimbursed at the 75% FFP rate) and indirect costs (reimbursed at the 50% FFP rate).

**XIV. Match:** Contractor will provide a minimum of 47.5% of the total costs incurred as in-kind match. Match amount for this contract is figured at a 70.03% federal penetration rate (currently Solano County's rate). Actual in-kind amount is dependent on the payment amount received. If the entire contract is utilized at the General Trainings rate, minimum in-kind match to be provided by Contractor for this contract will be \$680,431.

**XV. Invoicing Procedures:** The initial request for payment will be submitted after the end of the third fiscal quarter (March 2014), and will include all training expenses from July 1, 2013 through February 28, 2014. Subsequent requests for payment will be submitted on a monthly basis. Monthly billable activities will be subtotaled by series:

- Contractor's (CLPCCD) Trainings (includes SCHSS-CW staff trainings)
- General Trainings
- Organizational Trainings
- Subcontractors' Trainings
- Fee for Service Trainings
- Monthly total
- Year-to-date invoiced
- Remaining balance
- Match: current month's match
- Total amount to be billed by Solano County to the State (billable total + match)
- Invoices shall require the original signature of the District Executive Director, Economic Development/Contract Education, Vice Chancellor of Business Services, or an official designee.

**XVI. An Annual Report** will be due on September 30, 2014.

**XVII. Contractor shall send** or deliver originally signed invoices to:  
Solano County Health & Social Services Department  
Attn: Contracts Bureau  
275 Beck Avenue, 5-220  
Fairfield, CA 94533

**XVIII. Training Budget Detail and Proposed Budget Breakdown**

<b>BUDGET DETAIL</b>			
<b>Contract Revenue</b>			
Federal Penetration Rate Portion of Contract (52.5%)			
Paid to Vendor			\$752,055.00
CLPCCD - Minimum Match (47.5%) if Contract Fully Utilized			\$680,431.00
<b>Total Contract</b>			<b>\$1,432,486.00</b>
<b>Contract Fund Distribution</b>			
Trainings delivered on a Fee for Service basis			\$247,709.00
Hourly trainings			\$504,346.00
Category	Estimated Average Actual Cost per Hour <i>Rate</i>	General Trainings (discounted 75%) <i>70.03 x 75% = 52.5%</i>	Organizational Trainings (discounted 50%) <i>70.03 x 50% = 35%</i>
<b>Personnel</b>			
Instructor Costs	\$151.00	\$79.28	\$52.85
Staff Costs	\$93.00	\$48.83	\$32.55
<i>Personnel Subtotal</i>	<i>\$244.00</i>	<i>\$128.10</i>	<i>\$85.40</i>
<b>Other Expenses</b>			
Materials and Postage	\$36.00	\$18.90	\$12.60
Facilities	\$115.00	\$60.38	\$40.25
Indirect Costs ( <i>reimbursed at 50% for all trainings</i> )	\$158.00	\$55.30	\$55.30
<i>Other Expenses Subtotal</i>	<i>\$309.00</i>	<i>\$134.58</i>	<i>\$108.15</i>
<b>Hourly Cost of Training</b>	<b>\$553.00</b>	<b>\$262.68</b>	<b>\$193.55</b>
<b>Contract Summary</b>			
<b>Reimbursement Maximum:</b>			<b>\$752,055.00</b>
Hourly Distribution	Reimbursement	CLPCCD Match	
General Trainings	\$262.68	\$290.33	
Organizational Trainings	\$193.55	\$359.45	
<b>Minimum Match (if contract fully utilized)</b>			<b>\$680,431.00</b>
<b>Contract Total</b>			<b>\$1,432,486.00</b>
Based on federal penetration rate of 70.03% for Solano County.			



<b>PROPOSED BUDGET BREAKDOWN</b>		
<b>CWS &amp; Probation Trainings*</b>		<b>Fee for Service</b>
Parent Mentors		6,000
Relative Care Giver Seminars		9,600
Contracted Training		
Parent Advocate		18,000
Professional Expert #1		43,200
Professional Expert #2		43,200
Professional Expert #3		64,800
All Staff Event		10,800
Staff Off-site Training Costs		7,109
<i>CWS/Probation Subtotal</i>		<b>202,709</b>
<b>Community-Based Organizations/Subcontractors*</b>		<b>Training Hours      Fee for Service</b>
A Better Way	440	15,000
Alternative Family Services	465	15,000
Seneca Center	<u>1,015</u>	<u>15,000</u>
	1,920	
<i>CBO Subtotal</i>	<b>504,518</b>	<b>45,000</b>
<b>All Trainings Maximum Invoiced Totals</b>		
Hourly: 1920 hours @ \$262.68		504,346
Fee for Service:		247,709
* Note: Type of training and amounts may change depending on need, total maximum payment amount to remain the same		<b>752,055</b>
<b>Training Dollars for 2013-14 Title IVE Contract</b>		<b>\$752,055.00</b>
Federal Penetration Rate = 70.03%		
Estimated Match Dollars Required ( 47.5% of total)		<b>\$680,431.00</b>
<b>Total Contract Amount, Including Training Costs and Match</b>		<b>\$1,432,486.00</b>

**XIX. Method of Payment**

Upon submission of an invoice by Contractor, and upon review and approval of County's representative, County will pay Contractor monthly in arrears for fees and expenses incurred the prior month, or upon demonstrated completion of deliverables, as applicable, up to the maximum amount provided for on the Standard Contract. Each invoice must specify services rendered, to whom, date of service and the accrued charges. Contractor must document all expenses submitted to County for payment under this Contract by maintaining complete and accurate records of all financial transactions related to the services performed under this Contract including, but not limited to, invoices, receipts, time sheets, itemized cost lists, and other official documentation that sufficiently support all charges under this Contract.

**XX. Compensation**

County shall reimburse Contractor for allowable costs in accordance with the Contract Budget. Contractor shall bill actual expenses incurred each month and may make transfers between budget line items, providing the transfer is less than 10% of the total budget and transfer does not reduce Personnel expenses. Contractor shall promptly notify County in writing of such transfer. Transfers between budget line items totaling more than 10% of the budget or involving changes to Personnel expenses may be made only upon prior written approval of County. The maximum amount of compensation under the Contract may not exceed the amount listed on Section 3 of the Standard Contract.

Contractor will use a cost allocation method for personnel and indirect costs. Contractor's cost allocation method must be supported by a cost allocation plan with a quantifiable methodology validating the basis for paying such expenditures. The cost allocation plan should be prepared within the guidelines set forth under Exhibit C, Section 13B.

**XXI. Personal Property**

Purchase of personal property using funds from this contract must have prior written approval from the County, as follows:

- a. Purchases of computer, software, and printers regardless of cost
- b. Purchases of other personal property over \$1,500

Contractor shall develop and maintain a system to track such tangible personal property and submit an annual accounting of all property purchased with County funds. Contractor shall ensure adequate safeguards are in place to protect such assets and shall exercise reasonable care over such assets to protect against theft, damage or unauthorized use. Contractor shall return such assets to the County upon Contract termination; unless the depreciated value of the asset is \$0, based on a straight line method of depreciation (refer to 2 CFR Part 225).

**XXII. Financial Statements and Audits**

- a. Contractor shall submit verification of non-profit status.
- b. Contractor shall conduct an audit, at Contractor's expense, according to the requirements of OMB Circular A-133, which identifies all funds granted, received, disbursed and expended.
- c. Contractor agrees to submit an annual audited financial statement to the County 120 days after termination/completion of contract.
- d. Contractor agrees to furnish all records and documents within a reasonable time, in the event that the County, State or Federal Government requests an audit.