

**COMMUNITY BASED ORGANIZATION
Master Contract Exhibit A and B Coversheet**

Dept Name: **Children & Family Services** Vendor ID #: **27284** Board PO #:

Bus Unit: **SOCSA** Master Contract #: **900035** Procurement Contract #: **8218** Budget Year: **2014**

Acct #	Fund #	Dept #	Program #	Subclass #	Project /Grant #	Amount to be Encumbered	Total Contract Amount
610341	10000	320100	36100			\$4,298,075	\$4,298,075

Federal Funds Waiver #: N/A Contract Maximum: **\$4,298,075**

Procurement Contract Begin Date: **July 1, 2013** Expire Date: **June 30, 2014**

Period of Funding: From: **July 1, 2013** To: **June 30, 2014**

Department Contact: **Sandra Oubre** Telephone: **510-267-9457** QIC Code: **20203**

Contractor / Contract-Project Name: **Chabot-Las Positas Community College District
Title IV-E Training Program**

Contractor Address: **7600 Dublin Blvd., Suite 102A** BOS Dist # **4**

Dublin, CA 94568 Federal Tax **94-1670563**

Remittance Address: **7600 Dublin Blvd., Suite 102A** Location #

Dublin, CA 94568

Contractor Telephone: **925 560-9441** Fax #: **925 560-9458** E-mail(Signatory): **LLegaspi@clpccd.org**

Contractor Contact Person: **Julia Dozier** E-mail(Contact): **jdozier@clpccd.org**

Contract Service Category: **Group Homes/Foster Homes Title IV-E Training**

Estimated Units of Service: N/A

Maximum Single Payment & Exceptions:

Method of Reimbursement (Invoicing Procedures):

History of Funding:	Original	Amendment #1	Amendment #2	Amendment #3	Amendment #4
Funding Level	\$4,298,075				
Exhibit #	8218				
Amount of Encumbrance	\$4,298,075				
File Date	June 19, 2012				
File / Item #	28213-2				
Reason	Board Action				

Funding Source Allocation:	Federal / CFDA # (93.658)	State	County
	\$4,298,075		

The signatures below signify that the attached Exhibits A and B have been reviewed, negotiated and finalized. The Contractor also signifies agreement with all provisions of the Master Contract.

By _____
Signature

Lori A. Cox

Print or Type Name

Title **Social Services Agency Director**

Date _____

By _____
Signature

Lorenzo S. Legapi

Print or Type Name

Title **Vice Chancellor Business Svcs.**

Date _____

COMMUNITY BASED ORGANIZATION MASTER CONTRACT
PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS
FOSTER CARE PROVIDERS AND CHILD WELFARE WORKER TRAININGS

Contractor: Chabot-Las Positas Community College District
Service Category: Title IV-E Training
Contract Period: July 1, 2013 - June 30, 2014

Contracting: Children & Family Services
Alameda County SSA

Overview: The program funded under this contract includes trainings for child welfare workers and group home staff, foster family agency staff and foster parents. This program benefits Alameda County children in foster or adoptive care by providing resources to those who care for them.

I. Child Welfare Worker Trainings

1. Contracted Services:

The trainings offered shall fulfill the requirements for Title IV-E federally funded training programs. Chabot-Las Positas Community College District (CLPCCD), hereafter referred to as “Contractor” shall collaborate with subcontracting agencies and Alameda County Social Service Agency (SSA) to coordinate training schedules, locations and other allowable activities. Contractor submitted an application in response to Alameda County Social Service Agency’s request for proposals and was awarded a contract. Said contract and subsequent addendums shall serve as the primary basis and reference documents for the contracted services described within.

2. Audience:

Social Services Agency (SSA) staff training courses will address the training needs outlined by Alameda County child welfare supervisory staff. Children’s Hospital of Oakland’s (CHO) also offers trainings for families and staff working in foster and adoptive care. Training topics, scheduling, and delivery will be coordinated between SSA staff and Contractor. SSA 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.

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

1. Contracted Services:

- A. The Contractor shall work closely with subcontractors (Seneca Center, Fred Finch Youth Center, Lincoln Child Center, St. Vincent’s School for Boys, A Better Way, Alternative Family Services, Family Paths and West Coast Children’s Clinic) to build on the accomplishments of the 2002-2013 programs in designing the 2013-14 training program.
- B. Trainings and technical assistance will be offered to group home and foster family agency staff in a coordinated and (as needed) sequential manner, allowing trainees to build on and enhance their professional competencies, 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 while providing the least restrictive and most family-like setting possible.

COMMUNITY BASED ORGANIZATION MASTER CONTRACT
PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS
GROUP HOMES AND FOSTER CARE PROVIDER TRAININGS

Contractor: Chabot-Las Positas Community College District
Service Category: Title IV-E Training
Contract Period: July 1, 2013 - June 30, 2014

Contracting: Children & Family Services
Alameda County SSA

2. Audience:

Contractor, in collaboration with its subcontractors, shall design and convene a series of training courses that shall serve as a local training resource for staff and providers serving Alameda County's federally IV-E eligible children.

3. Purpose of Provider Trainings:

- A. Trainings provide new information and refresher courses directly related to working with court dependents and their families, to maintain the exemplary skill level required of providers and staff working with these children. Trainings also provide necessary skills to maintain records and other administrative needs not directly connected to working with foster children, but important for the administration of those activities.
- B. The trainings will be offered via lecture, group discussions and interactive activities.

4. Scheduling:

- A. Courses start July 2013. Contractor will maintain schedules of trainings.
- B. The Children & Family Services Department Division Director and the Chabot Las-Positas Community College District Executive Director Economic Development will agree on the types and amounts of trainings to be offered.

5. 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 shown to be not delivering a quality, engaging educational experience.
- B. Trainings that meet regulatory/licensing requirements shall require a post-test. A minimum of 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.

COMMUNITY BASED ORGANIZATION MASTER CONTRACT
PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS
GROUP HOMES AND FOSTER CARE PROVIDER TRAININGS

Contractor: Chabot-Las Positas Community College District
Service Category: Title IV-E Training
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Alameda County SSA

6. Reporting Requirements:

- A. Statement of Costs – Contractor shall submit Invoices/Statement of Costs as described in Exhibit B, paragraph 4 herein, in the form of Exhibit B-1 hereto.
- B. Invoices/Statements of Costs Supporting Documentation
Each provider will submit a monthly calendar including:
 - 1. Dates and length of trainings
 - 2. List of participating agencies for the month
- C. Annual Report shall be submitted by September 30, 2014, reflecting the 2013-2014 activities, including:
 - 1. Overview of program
 - 2. Status of previous year's recommendations
 - 3. Forward-looking discussion of how to improve or build upon successes
 - 4. Training topics delivered
 - 5. Total number of hours delivered
 - 6. Total reimbursement amount
 - 7. Breakdown of types of participants in training for the year
- D. Contractor shall maintain accurate files and records for General Training, Organizational Training, Fee for Service and conferences. These documents shall be maintained in a readily accessible location for a period of not less than five (5) years after final payment under this Agreement. Upon request, Contractor shall make available to the Alameda County Social Services staff and other authorized representatives, all of the files, records, documents and other required data for monitoring and auditing purposes.

- 7. Contract Monitoring / Evaluation Requirements:** The SSA Children & Family Services staff and SSA Contracts Office Liaisons may at any time, upon one week's notice, monitor and conduct an evaluation of operations, which may include site visits and reviews of Contractor's financial records and other records and materials to determine progress in the achievement of program goals and objectives and service criteria and requirements as specified within this agreement. A final report will be prepared by the SSA DCFS monitor and Contracts Office Liaison to provide feedback on areas of compliance and/or non-compliance. Contractor shall submit a written corrective action plan to the SSA DCFS and/or Contracts Office Liaison in response to all findings of non-compliance. A follow-up monitor visit will be conducted to insure that any and all corrective action measures have been completed and contractor is in compliance with contract requirements.

COMMUNITY BASED ORGANIZATION MASTER CONTRACT
PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS
GROUP HOME AND FOSTER CARE PROVIDER TRAININGS

Contractor: Chabot-Las Positas Community College District
Service Category: Title IV-E Training
Contract Period: July 1, 2013 - June 30, 2014

Contracting: Children & Family Services
Alameda County SSA

8. 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 meet minimum qualifications as required by California Education Code.
- 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.

9. Marketing Requirements:

In an effort to make trainings available to as many providers who serve foster children as possible, the following steps shall be taken:

- A. Training schedules outlining open trainings will be distributed electronically to county agencies on a regular basis. Notices of one-time training opportunities will also be electronically distributed.
- B. Alameda County SSA and Children's Hospital, Oakland, will be responsible for marketing other child welfare services training classes and workshops to staff members and other providers.
- C. Contractor will maintain a master calendar of all trainings underwritten by this contract that are open to outside providers as a resource to the public. Website address is: www.fostercaretraining.org.

10. Service Area: Alameda County

11. Service Delivery Sites:

Most training will be offered at subcontractors' training centers located throughout Alameda County. Trainings for smaller, individual agencies may be delivered at the provider's site. SSA and CHO trainings will be delivered primarily at county facilities. Other venues may be used as necessary to accommodate larger audiences or special needs.

12. Service Criteria:

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

COMMUNITY BASED ORGANIZATION MASTER CONTRACT
PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS

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Contracting: Children & Family Services
Alameda County SSA

III. Contractor Responsibilities – Client Grievance Policy

SSA Contractors are required to have a Client Grievance Policy in place and to disclose the policy to all SSA clients during the Client Intake Process. As evidence that a Client Grievance Policy is in place and all SSA clients provided services by the Contractor have been made aware of its existence, Contractor must obtain the signature of each SSA client on a copy of the policy acknowledging they were made aware of it, understand it, and received a copy of the signed document. Contractor must also place a copy of the signed document in each client's case file and make the files available for review by County staff upon request. See Attachment A for a sample SSA Grievance Policy. An MS Word file of the SSA Grievance Policy Template is available through your SSA Contract Liaison.

DRAFT

ATTACHMENT A

CLIENT GRIEVANCE POLICY

WHAT TO DO IF YOU HAVE A GRIEVANCE

If you have a complaint about the performance of Chabot-Las Positas Community College District's staff, and/or you feel you have been treated unfairly, the following are the steps you should take to have your complaint heard:

1. Talk privately to the person with whom you have the problem. We encourage you to try first to work out the problem in an open and informal way.
2. If you do not feel comfortable talking with the person with whom you have the problem, or you do talk with them and are not satisfied with the outcome, you may make an appointment to speak with or submit a written complaint (which may be in your own language) to Chabot-Las Positas Community College District's Executive Director or designee. If you have good cause to use another medium to communicate your complaint, such as a tape recording, you may do so. The Executive Director or designee shall meet with you or provide you with a written response to your written complaint within ten (10) working days of the meeting or receipt of your written complaint.
3. Or, if you prefer, you may bypass the above steps and immediately contact the funding agency below:

**Alameda County Social Services Agency
Administrative Offices
2000 San Pablo Avenue
Oakland, CA 94612
Attn: Lori A. Cox
Social Services Agency Director
(510) 271-9100**

I certify that the information in this document was explained to my satisfaction in my own language and a copy of this form was given to me.

Client's Name (printed)

Client's Signature

Date

EXHIBIT B – Page 1 of 3
COMMUNITY BASED ORGANIZATION MASTER CONTRACT
TERMS AND CONDITIONS OF PAYMENT

- 1. Contract Amount and Maximum Payment for Services:** This contract provides for Chabot-Las Positas Community College District (CLPCCD) to serve as a vendor to Alameda County Social Services Agency (SSA) to deliver the training services described in exhibit A. The maximum amount in payments for services to CLPCCD (vendor) is \$4,298,075, and \$4,055,812 in match provided by CLPCCD. The maximum total amount expected to be claimed on the county expense claim for FY 2013-14 services for this contract is \$8,353,887.

- 2. Federal Reimbursement:** There are two classes of cost for purposes of this contract – costs of General Training and costs of Organizational Training. General Trainings increase the ability of providers to support and assist 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. Organizational Trainings include trainings that do not benefit the foster children directly, but give employees the tools to better perform at their jobs.

Costs of each type will be discounted by the federal financial ratio (the percentage of foster children determined to be federally eligible). The discount ratio is currently 68.61%, but is subject to change over time. Payment will be based on the FFR at the time of payment (see section 4, below).

The federal share of General Training is expected to be roughly 51.45% (which is computed by multiplying the discount rate (68.61%) by the Federal sharing ratio for this class of cost (75%)). The federal share of Organizational Training is expected to be 34.30% (which is computed by multiplying the discount rate (68.61%) by the federal sharing ratio for this class of cost (50%)).

The Contractor's direct support costs (contract management unit costs) will be paid at General versus Organizational reimbursement rates based on the distribution of General versus Organizational trainings provided for the same time period. The Contractor's indirect costs, which are not eligible for enhanced financial federal share, will always be reimbursed at the same rate as Organizational trainings.

- 3. Responsibility to Monitor Expenditure Levels:** Maximum payment for services rendered by vendor (Chabot-Las Positas Community College District) under this contract shall not exceed the amount of \$4,298,075 for the term of this agreement. It is the obligation of the Contractor to monitor all expenditures and take appropriate corrective preventive measures including the timely notification of Alameda County Social Services Agency (SSA) if termination of services becomes the necessary measure to prevent the over-expenditure of contract funds. Prior approval from the 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.

- 4. Invoicing Policy/Statement of Costs:** Contractor shall submit to SSA an Invoice/Statement of Costs in the form of Exhibit B-1. The Invoice/Statement of Costs shall accurately reflect Contractor's direct and indirect General Training and Organizational Training costs incurred in the delivery of the training services described in Exhibit A. The Invoice/Statement of Costs shall serve as SSA's documentation for purposes of claiming federal reimbursement.

EXHIBIT B – Page 2 of 3
COMMUNITY BASED ORGANIZATION MASTER CONTRACT
TERMS AND CONDITIONS OF PAYMENT

Contractor shall submit an Invoice/Statement of Costs for the services provided hereunder, for actual expenses incurred between the contract start date (July 1, 2013) and February 28, 2014, no later than April 25, 2014.

For the final quarter (April, May and June), Contractor shall submit an Invoice/Statement of Costs based on estimated/anticipated expenses no later than June 13, 2014.

Contractor shall submit final quarter invoice for actual expenses no later than July 25, 2013.

Invoices shall require the original signature of the District Executive Director of Economic Development & Contract Education; Vice Chancellor, Business Services; or an official designee.

- 5. Contractor's Financial Documentation:** The contractor will maintain detailed documentation of all direct costs and indirect costs, and will also maintain documentation relating to all methods used to allocate those costs to the IV-E training contract and to the General and Organizational cost pools within the contract.
- 6. Audit Disallowances:** If amounts claimed based on Contractor's invoices are later disallowed by the State of California or United States Government and a refund is required, Contractor shall promptly refund the disallowed amount to SSA at SSA's request. At its option, SSA may offset the amount disallowed from any payment due or to become due to Contractor under this Agreement or any other Agreement.
- 7. Funding Availability:** Funding of this contract is subject to the availability of authorized funds. If expected or actual Federal 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 Alameda may, upon written notice to the Contractor, terminate this contract in whole or in part.
- 8. Subcontracts:** Contractor will be developing subcontracts with Seneca Center, Lincoln Child Center, Fred Finch Youth Center, A Better Way, Alternative Family Services, WestCoast Children's Center and Family Paths agencies, as well as Children's Hospital, Oakland, to deliver instruction. Other subcontracts may be developed to deliver trainings, if appropriate.
- 9. Annual Report** will be due on September 30, 2014.
- 10. Contractor shall send or deliver originally signed invoices to:**

Alameda County Social Services Agency
Contracts Office
2000 San Pablo Avenue, 4th Floor
Oakland, CA 94612
Attn: Sandra Oubre

EXHIBIT B – Page 3 of 3
COMMUNITY BASED ORGANIZATION MASTER CONTRACT
TERMS AND CONDITIONS OF PAYMENT

11. Termination Provisions: Termination for Cause -- If County determines that Contractor has failed, or will fail, through any cause, to fulfill in a timely and proper manner its obligations under the Agreement, or if County determines that Contractor has violated or will violate any of the covenants, agreements, provisions, or stipulations of the Agreement, County shall thereupon have the right to terminate the Agreement by giving written notice to Contractor of such termination and specifying the effective date of such termination.

Without prejudice to the foregoing, Contractor agrees that if prior to or subsequent to the termination or expiration of the Agreement upon any final or interim audit by County, Contractor shall have failed in any way to comply with any requirements of this Agreement, then Contractor shall pay to County forthwith whatever sums are so disclosed to be due to County (or shall, at County's election, permit County to deduct such sums from whatever amounts remain undisbursed by County to Contractor pursuant to this Agreement or from whatever remains due Contractor by County from any other contract between Contractor and County).

Termination Without Cause -- County or Contractor shall have the right to terminate this Agreement without cause at any time upon giving at least 30 days written notice prior to the effective date of such termination.

Termination By Mutual Agreement -- County and Contractor may otherwise agree in writing to terminate this Agreement in a manner consistent with mutually agreed upon specific terms and conditions.

12. Indemnification: Except as provided by Section 6 and Section 7 of this Exhibit B and regardless of whether Contractor has previously submitted a funding request or whether SSA has approved the disbursement of the program funds requested in any funding request, SSA may withhold all or any portion of undisbursed program funds if it determines in its reasonable discretion that Contractor is in breach of a material provision of the Master Contract or any Exhibit thereto, pending final and binding adjudication of its claim of breach against the Contractor before an arbitrator agreed upon and selected jointly by the parties hereto. Any program funds withheld pursuant to this Section and subsequently disbursed to Contractor as a result of a favorable arbitration ruling shall be disbursed with interest at the maximum rate permitted under applicable law. Funds withheld but later disbursed after favorable a ruling by the arbitor, and after Contractor cures all applicable Events of Default, will not be entitled to interest. In connection with any dispute arbitrated pursuant to this Section 12, each party agrees to bare their own costs associated with the arbitration.

SSA may offset against all or any portion of undisbursed program funds or against any payments due to Contractor under any other agreement between Contractor and SSA, the amount of any outstanding Loss incurred by SSA, including any Loss incurred as a result of the Event of Default. "Loss" shall mean a loss determined by mutual written agreement of the parties, by an arbitrator selected jointly by the parties.

SSA may demand the immediate return of any previously disbursed funds, distributed pursuant to this agreement that have been claimed or expended by Contractor in breach of the terms of this contract, together with interest thereon, from the date of disbursement at the maximum rate permitted under applicable law.

EXHIBIT B-1
EXPLANATION OF MONTHLY INVOICE/STATEMENT OF COSTS

<i>Month, year of trainings</i>	1	2	3	4	5
	Invoiced Costs	% of total	Reimbursement % Rate	IV-E Reimbursed Expenses	CLPCCD provided match
Direct Training Services					
A. Total General Training	Amount paid directly to subcontractors for Gen. Trg. Courses	Percentage of this month's trainings that are classified as Gen. Trg. A1/C1	County FFP rate multiplied by 75%	Total amount of General Training Costs that are reimbursable (A1 x A3)	Total amount of General Training Costs that are not reimbursable, counted as match A1-A4
B. Total Organizational Training	Amount paid directly to subcontractors for Org. Trg. Courses	Percentage of this month's trainings that classified as Org. Trg. B1/C1	County FFP rate multiplied by 50%	Total amount of Organizational Training Costs that are reimbursable (B1 x B3)	Total amount of Org. Training Costs that are not reimbursable, counted as match B1-B4
C. Subtotal Direct Training	Total amount of direct training costs A1 + B1	100%	Average rate of reimbursement for invoiced costs	Total amount of direct training costs that are reimbursable A4+B4	Total amount of direct training costs that are not reimbursed, counted as match Total of A5+B5
Contract Management					
D. Direct Admin. Costs, General Trainings portion	Proportion of direct costs for contract, allocated at 75% FFP rate (Total for month x D2)	Percentage of this month's trainings that fall under Gen. Trg. (from A2)	County FFP rate multiplied by 75%	Total amount of Con. Mgmt Costs that are reimbursable at 75% FFP (D1 x D3)	(D1-D4)
E. Direct Admin. Costs, Organization Trainings portion	Proportion of direct costs for contract, allocated at 50% FFP rate (Total for month x E2)	Percentage of this month's trainings that fall under Org. Trg. (from B2)	County FFP rate multiplied by 50%	Total amount of Con. Mgmt Costs that are reimbursable at 50% FFP (E1 x E3)	(E1-E4)
F. Indirect Costs	Indirect costs for contract, all allocated at 50% FFP rate (Total for month x F2)	All indirect costs are reimbursed at Org. Trg rate (100%)	County FFP rate multiplied by 50%	Total amount of Con. Mgmt Indirect Costs, reimbursed at 50% FFP (F1 x F3)	(F1-F4)
G. Subtotal Contract Management	Total of D1+E1+F1		Average reimbursement rate for contract mgmt costs	Total amount of Contract Mgmt. Costs that are reimbursable Total of D4 + E4 + F4	Total amount of contract mgmt. costs that are not reimbursed, counted as match Total of D5+E5+F5
Total Costs	Total cost of training for this month (to be billed to State) Total of C1+G1	Approximate percentage of total invoiced costs that will be reimbursed		Total amount of training costs that are reimbursable (to be paid to CLPCCD) Total of C4+G4	Total amount of training costs that are not reimbursable (provided by CLPCCD as match) Total of C5+G5

EXHIBIT C
COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
D	Professional Liability/Errors & Omissions Includes endorsements of contractual liability	\$1,000,000 per occurrence \$2,000,000 project aggregate
E	<p>1. Endorsements and Conditions: ADDITIONAL INSURED: All insurance required above with the exception of Professional Liability, Personal Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives.</p> <p>2. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement.</p> <p>3. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties.</p> <p>4. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a minimum A.M. Best Rating of A- or better, with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.</p> <p>5. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.</p> <p>6. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods: <ul style="list-style-type: none"> - Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party), or at minimum named as an "Additional Insured" on the other's policies. - Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured. </p> <p>7. CANCELLATION OF INSURANCE: All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation.</p> <p>8. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The require certificate(s) and endorsements must be sent to: Alameda County Social Services Agency Contracts Office, 2000 San Pablo Ave., 4th Floor, Oakland, CA 94612 <ul style="list-style-type: none"> - With a copy to Risk Management Unit (1106 Madison Street, Room 233, Oakland, CA 94607) </p>	
Certificate C-2 Form 2001-1 Last revised May 2012		Page 1 of 1

AUDIT REQUIREMENTS

The County contracts with various organizations to carry out programs mandated by the Federal and State governments or sponsored by the Board of Supervisors. Under the Single Audit Act Amendments of 1996 and Board policy, the County has the responsibility to determine whether organizations receiving funds through the County have spent them in accordance with applicable laws, regulations, contract terms, and grant agreements. To this end, the following are required.

I. AUDIT REQUIREMENTS

A. Funds from Federal Sources:

1. Nonfederal entities which are determined to be subrecipients by the supervising department according to §__.210 of OMB Circular No. A-133 and which expend annual Federal awards in the amount specified in §__.200 (b) of OMB Circular No. A-133 are required to have a single audit performed in accordance with §__.500 of OMB Circular No. A-133.
2. When a nonfederal entity expends annual Federal awards in the amount specified in §__.200 (a) of OMB Circular No. A-133 under only one Federal program (excluding R&D) and the Federal program's laws, regulations, or grant agreements do not require a financial statement audit, the nonfederal entity may elect to have a program-specific audit conducted in accordance with §__.235 of OMB Circular No. A-133.
3. Nonfederal entities which expend annual Federal awards in the amount specified in §__.200 (d) of OMB Circular No. A-133 are exempt from the single audit requirement except that the County may require a limited-scope audit in accordance with §__.230 (b) (2) of OMB Circular No. A-133.

B. Funds from All Sources:

Nonfederal entities which expend annual funds from any source (Federal, State, County, etc.) through the County in an amount of:

1. \$100,000 or more must have a financial audit in accordance with the U.S. Comptroller General's Government Auditing Standards covering all County programs.
2. Less than \$100,000 are exempt from these audit requirements except as otherwise noted in the contract.

Nonfederal entities that are required to have or choose to do a single audit in accordance with OMB Circular No. A-133 are not required to have a financial audit in the same year. However, nonfederal entities that are required to have a financial audit may also be required to have a limited-scope audit in the same year.

C. General Requirements for All Audits:

1. All audits must be conducted in accordance with Government Auditing Standards issued by the Comptroller General of the United States (GAGAS), which are applicable to financial audits.
2. All audits must be conducted annually, except where specifically allowed otherwise by laws, regulations, or County policy.

AUDIT REQUIREMENTS

3. Audit reports must contain a separate schedule that identifies all funds passed through/from the County that is covered by the audit. County programs must be identified by contract number, contract amount, contract period, and amount expended during the fiscal year by funding source. An exhibit number must be included when applicable.
4. If a funding source has more stringent and specific audit requirements, these requirements must prevail over those described above.

II. AUDIT REPORTS

At least two copies of the audit report package, including all attachments and any management letter with its corresponding response, should be sent to the County supervising department within six months after the end of the audit period, or other time frame specified by the department. The County supervising department is responsible for forwarding a copy to the County Auditor within one week of receipt.

III. AUDIT RESOLUTION

Within 30 days of issuance of the audit report, the entity must submit to its County supervising department a corrective action plan to address the findings contained in the audit report. Questioned costs and disallowed costs must be resolved according to procedures established by the County in the Contract Administration Manual. The County supervising department will follow up on the implementation of the corrective action plan as it pertains to County programs.

IV. ADDITIONAL AUDIT WORK

The County, the State, or Federal agencies may conduct additional audits or reviews to carry out their regulatory responsibilities. To the extent possible, these audits and reviews will rely on the audit work already performed under the audit requirements listed above.

EXHIBIT E

THIS PAGE INTENTIONALLY OMITTED

DRAFT

EXHIBIT F

**COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION**

(Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000)

The contractor, under penalty of perjury, certifies that, except as noted below, the contractor, its principals, and any named and unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space or attach an additional page.

Exceptions will not necessarily result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the contracting process.

By signing this contract and Exhibit F, Debarment and Suspension Certification, the Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.

CONTRACTOR: Chabot-Las Positas Community College District

PRINCIPAL: Lorenzo S. Legaspi TITLE: Vice-Chancellor Business Services

SIGNATURE: _____ DATE: _____

ATTACHMENT B

(Revised 7/01/12)

LANGUAGE ACCESS REQUIREMENTS FOR CONTRACTORS

- I. The Alameda County Social Services Agency (SSA) has developed and adopted a Master Plan on Language Access to ensure its limited-English proficient (LEP) clients are provided with language accessible services and communications. Under the plan's provisions, community-based organizations (CBOs)/contractors whose services are contracted by the SSA:
 - A. Shall clearly disclose language access capabilities in relationship to the population served.
 - B. Shall have a plan in place—available for review upon request by County staff—for referring clients whose language needs the contractor can't accommodate.
 - C. Shall permit County staff to conduct ongoing monitoring of contracted services for compliance with provisions of the County's Language Access Plan.
 - D. Shall provide the County with a list and copies of all printed contract-related marketing/promotional/education-related materials (including languages materials are printed in).

- II. The SSA shall aid contracted CBOs in expanding language interpretation services through:
 - A. Providing CBOs/contractors with training, materials and instruction on how to effectively refer LEP clients to appropriate language resources.
 - B. Including service-marketing plan requirements in requests for proposals (RFPs) and contracts with CBOs that propose to offer language services (including appropriate outreach and notification of programs and services) to the LEP community and customers.
 - C. Developing a monitoring process of contracted services to ensure high-quality language accessible services are always provided to LEP clients.
 - D. Providing CBOs/contractors with access to **Telephonic Interpreters**,—a 24-hour, seven-day-a-week, 365-days-a-year telephone language interpretation service in over 100+ languages—to supplement on-site language access services.