

**FIRST AMENDMENT TO STANDARD CONTRACT
BETWEEN COUNTY OF SOLANO AND CHABOT LAS POSITAS COMMUNITY COLLEGE
DISTRICT**

This First Amendment is made on _____, 2016, between the COUNTY OF SOLANO, a political subdivision of the State of California ("County") and CHABOT LAS POSITAS COMMUNITY COLLEGE DISTRICT ("Contractor").

1. Recitals

A. The parties entered into a contract dated 7/1/2015 (the "Contract"), in which Contractor agreed to provide IV-E federally funded training and technical assistance to Solano County group home and foster family agencies.

B. The County now needs to revise the payment provisions and budget detail.

C. The parties agree to amend the Contract as set forth below.

2. Agreement

A. Budget

Exhibit B is deleted in its entirety and replaced with the Budget attached to and incorporated by this reference as Exhibit B-1.

3. Effectiveness of Contract

Except as set forth in this First Amendment, all other terms and conditions specified in the Contract remain in full force and effect.

COUNTY OF SOLANO, a Political
Subdivision of the State of California

CHABOT LAS POSITAS
COMMUNITY COLLEGE DISTRICT

By _____
Gerald R. Huber, Director
Health and Social Services Department

By _____
Lorenzo S. Legaspi
Vice Chancellor Business Services

APPROVED AS TO FORM

By _____
County Counsel

EXHIBIT B-1
PAYMENT PROVISIONS AND BUDGET DETAIL

Invoicing Procedures

- I. Solano County's Contract Amount:** Maximum contract amount (payment to Contractor): \$752,055.00.
- II. Minimum match amount (provided by Contractor):** \$796,658.00 if entire contract is utilized at General Training rate.
- III. Total Training Costs to be billed to the State (reimbursement + match):** \$ 1,548,713.00.
- IV. Terms and Conditions of Payment:** Contractor's payment amount shall not exceed the total amount of \$752,055.00 for the term of this Contract. 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 Contract.
- V. 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.
- VI. 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.
- VII. Subcontracts:** Contractor will be developing subcontracts with Seneca Center, Alternative Family Services, Aldea, and A Better Way to deliver instruction. Other subcontracts may be developed to deliver trainings, if appropriate.
- VIII. Cost Reimbursement:** Payments are 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.
- IX. 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 childcare 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.
- X. Federal Financial Ratio (FFR) for Solano County** Title IV-E funded reimbursement is dependent on the federal financial ratio, which is the percentage of foster children determined to be federally eligible, for each individual county. This rate changes quarterly and affects the reimbursement amount for Title IV-E expenses. Invoices and payment shall be based on the FFR specific to the quarter for which the invoice is submitted.

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- XI. Rate:** Hourly trainings will be invoiced at an average rate \$574.77 per hour, which includes the match amount. Based on the FFR of the previous quarter, reimbursement will vary depending on the type of expense. The majority of expenses will be reimbursed at the General Training rate (75% X FFR), with the exception of indirect costs for those trainings, which will be reimbursed at the Organizational Training rate (50% X FFR). Organization Training expenses will be reimbursed at the Organizational Training rate (50% X FFR)
- XII. Fee for Service Trainings:** For ease of processing, an average hourly cost of \$574.77 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. 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% of the FFR rate) and indirect costs (reimbursed at the 50% FFR rate).
- XIII. Match:** Contractor will provide an in kind match in the amount that is the difference between the full cost of items and the reimbursement amount. Actual in-kind amount is dependent on the payment amount received. If the entire contract is utilized at the General Trainings rate, the in-kind match to be provided by Contractor for this Contract will be approximately \$796,658.00. Contractor certifies that the match consists of certifiable public funds eligible for claiming Federal Financial Participation.
- XIV. Invoicing Procedures:**
1. The requests for payment will include a Solano County vendor claim and will be submitted quarterly (no later than October 31, 2015; January 31, 2016; April 30, 2016; and June 30, 2016) June invoice will include actual expenses for April and May 2016.) Final invoice that includes final June costs and that reconciles any differences will be submitted by August 30, 2016. Monthly billable activities will be subtotaled by series:
 - o General Hourly Trainings
 - o Organizational Hourly Trainings
 - o Fee for Service Trainings
 - o Monthly total
 - o Year-to-date invoiced
 - o Remaining contract balance
 - o Match: current month's match
 - o Total amount to be billed by Solano County to the State (billable total + match)
 - o Invoices shall require the original signature of the District Executive Director, Economic Development/Contract Education, Vice Chancellor of Business Services, or an official designee.
 2. Invoices/Statements of Costs Supporting Documentation: Each subcontractor shall submit the following information as a hard copy and Contractor shall attach the hard copies to the quarterly invoices: 1. Dates, topic and summary, training objective and length of each training; 2. Location of training and if the training was open to individuals outside of the provider agency; 3. Sign-in sheets separating types of participants including these categories: Service Provider staff, FFA staff, Group Home staff, Foster Parents, County Social Workers and Other.
- XV. An Annual Report** will be due on September 30, 2016.
Contractor shall submit an Annual Report (due by September 30, 2016) that includes:
- Overview of program
 - Forward-looking discussion of how to improve or build upon successes
 - Training topics delivered and percentage open to other agencies
 - Total number of training hours delivered by agency training provider. Breakdown of types of participants in training for the year by Service Provider staff, FFA staff, Group Home staff, Foster Parents, County Social Workers and other participants.
 - Total reimbursement by agency

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XVI. 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

XVII. Budget Breakdown and Training Budget Detail

CWS & Probation Trainings			Training Hours	Fee for Service
Contracted Training				
Professional Expert #1				\$ 39,960.00
Professional Expert #2				\$ 49,920.00
Parent Mentor				\$ 28,800.00
Youth Advocate				\$ 28,800.00
Staff Training: Sample Topics				
Family Finding				
Child Welfare & Probation, Working Together				
Parent Training Skills for Social Workers				
Comm. Sexually Exploited Children				
Forensics Interviewing				
Drug Identification				
Critical Thinking Skills When Looking at Children's Safety				
Permanency Planning				
Cultural Humility				
Pathways to Well-being				
Beyond the Bench				
All Staff Retreat				
Total Staff Training and Conferences				\$ 52,051.00
CWS/Probation Subtotal				\$ 199,531.00
Community-Based Organizations/Subcontractors	Hours	Total \$253.50/Hour.		Fee for Service
A Better Way	466	\$	118,131.00	\$ 20,000.00
Aldea	466	\$	118,131.00	20,000.00
Alternative Family Services	466	\$	118,131.00	20,000.00
Seneca Center	466	\$	118,131.00	20,000.00
CBO Subtotal	1,864	\$	472,524.00	\$ 80,000.00
All Trainings Reimbursement Total				
Hourly: 1,864 hours at \$253.50				472,524.00
Fee for Service:				279,531.00
Training Dollars for 2015-16 Title IVE Contract				\$ 752,055.00
Estimated Match Dollars Required (50.62% of total)				\$ 796,658.00
Total Contract Amount, Including Training Costs and Match FFR= estimated at 64.75%				\$ 1,548,713.00

Estimated Training Budget Detail 2015-16

Contract Revenue	
Maximum Reimbursement Paid to Vendor (if contract is fully utilized)	\$752,055.00
CLPCCD - Estimated Match (if contract is fully utilized)	\$796,658.00
Total Contract	\$1,548,713.00

Contract Fund Distribution			
Trainings delivered on a Fee for Service basis			\$279,531.00
Hourly trainings			\$472,524.00
Category	Estimated Average Actual Cost per Hour	General Trainings (75% X federal financial ratio)	Organizational Trainings (50% X federal financial ratio)
	<i>Rate</i>	$75\% \times 64.75\% = 48.56\%$	$50\% \times 64.75\% = 32.38\%$
Personnel			
Instructor Costs	\$158.50	\$76.97	\$51.32
Staff Costs	\$96.00	\$46.62	\$31.08
<i>Personnel Subtotal</i>	<i>\$254.50</i>	<i>\$123.59</i>	<i>\$82.41</i>
Other Expenses			
Materials and Postage	\$38.00	\$18.45	\$12.30
Facilities	\$124.00	\$60.21	\$40.15
Indirect Costs (<i>reimbursed at 50% for all trainings</i>)	\$158.27	\$51.25	\$51.25
<i>Other Expenses Subtotal</i>	<i>\$320.27</i>	<i>\$129.92</i>	<i>\$103.70</i>
Hourly Cost of Training	\$574.77	\$253.50	\$186.11
Contract Summary			
Reimbursement Maximum:			\$752,055.00
Hourly Distribution	Reimbursement	CLPCCD Match	
General Trainings	\$253.50	\$321.27	
Organizational Trainings	\$186.11	\$388.66	
Minimum Match (if contract is fully utilized)			\$796,658.00
Contract Total			\$1,548,713.00
Based on estimated federal financial ratio of 64.75% for Solano County and is subject to provision in section X, Federal financial ratio.			

XVIII. Method of Payment

- i. Upon submission of an invoice and a Solano County vendor claim form by Contractor, and upon approval by County, County shall in accordance with the "Proposed Budget Breakdown and Training Budget Detail" incorporated into this Contract by this reference, pay Contractor quarterly in arrears for fees and expenses actually incurred the prior quarter, up to the maximum amount set forth in Section 3 of the Standard Contract. Notwithstanding Section 1 in Exhibit C, Contractor is required to submit a "preliminary year-end claim" for payment within 7 days after termination/expiration of this Contract. Contractor may submit a corrected "final claim" provided that it is submitted no later than 30 days after contract termination and/or expiration.

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- ii. Most services rendered through this Contract are subcontracted to other agencies. Each invoice must specify services rendered, to whom, date of service and the accrued charges and will include the information specified in section XIV Contractor must request approval for transfers between line items, which are set forth in the "Proposed Budget Breakdown and Training Budget Detail, when the cumulative amount of such transfers exceed 10% of the total Contract amount. Requests for transfers between budget line items must be presented to the County on the County's "Budget Modification Request Form". Budget line item transfers that exceed 10% of the total Contract amount may be made only upon prior written approval of County, which approval may be withheld in the sole and absolute discretion of County. County may authorize the addition of budget line items for transfers under this section, except for indirect costs and capital expenditures (equipment and real property), provided that the line item added does not substantially change the scope of services to be provided under this Contract and does not increase the contract amount.
- iii. Contractor must repay the County for any disallowed costs identified by County through monthly reports, audits, Quality Assurance monitoring, or other sources within thirty days of receipt of notice from County that the costs have been disallowed. Contractor agrees that funds to be disbursed under the terms of this contract will be withheld if repayment is not received by the County within thirty days of receipt of notice from County. Contractor may submit a written appeal to a disallowance to the County Health and Social Services Child Welfare Services Deputy Director, or designee, within fifteen days of receipt of a disallowance notice. The appeal must include the basis for the appeal and any documentation necessary to support the appeal. No fees or expenses incurred by Contractor in the course of appealing a disallowance will be an allowable cost under this Contract and will not be reimbursed by County. The decision of the County regarding the appeal will be final.

XIX. Accounting Standards

A. Contractor shall establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles and practices for organizations/governmental entities. Section 13 B, in Exhibit C notwithstanding, those sections of 2 CFR 200 that do not apply to this Contract are excluded from this Contract as they relate to accounting standards.

B. Contractor shall serve as a vendor to Solano County to deliver the training services described in section XVII Budget Breakdown and Training Budget Detail and Estimated Training Budget Detail 2015-16.

XX. Financial Statements and Audits

A. Contractor agrees to furnish an annual audited financial statement to the County, which must be submitted within 30 days of its publication.

B. Contractor agrees to furnish all records and documents within a reasonable time, in the event that the County, State or Federal Government conducts an audit.