

**COMMUNITY BASED ORGANIZATION  
MASTER CONTRACT EXHIBIT A & B COVERSHEET**

Dept Name: Children and Family Services (CFS) Vendor ID #: 27284 Board PO #: \_\_\_\_\_  
 Bus Unit: SOCSA Master Contract #: 900035 Procurement Contract #: \_\_\_\_\_ Budget Year: 2018

Acct #	Fund #	Dept #	Program #	Subclass #	Project / Grant #	Amount to be Encumbered	Total Contract Amount
610341	10000	320100	36100			\$193,746.00	\$193,746.00

Justification if partial encumbrance or liquidation requested: \_\_\_\_\_

Federal Funds Waiver #: N/A Contract Maximum: \$193,746.00  
 Procurement Contract Begin Date: 7/01/17 Expire Date: 6/30/18 Period of Funding From: 9/20/17 To: 6/30/18  
 Department Contact: Najla Osmani/Contracts Telephone #: 510-267-9439 QIC Code: 20203  
Sarah Wales/CFS Telephone #: 510.268.7907 QIC Code: 23501

Contractor Name: Chabot-Las Positas Community College  
 Project Name: Parent Resources for Information, Development and Education PRIDE & Resource Family Approval (RFA) Training  
 Contractor Address: 7600 Dublin Blvd. Suite 102, Dublin, CA 94568  
 Remittance Address: Same ALCOLINK Vendor Address #: 27  
 BOS Dist. #: 4

Contractor Telephone #: 510-723-7483 Fax #: 510-723-7057 E-mail (Signatory): LLegaspi@clpcd.org  
 Contractor Contact Person: Vanessa Cormier E-mail (Contact): vcormier@chabotcollege.edu  
 Contract Service Category: Support Services for PRIDE & Resource Family Approval (RFA) Training Estimated Units of Service: No measurement  
 Method of Reimbursement (Invoicing Procedures): Fee for Service, See Exhibit B

History of Funding:	Original	Amendment #1	Amendment #2	Amendment #3	Amendment #4
Funding Level	\$193,746.00				
Amount of Encumbrance	\$193,746.00				
File Date	June 20, 2017				
File / Item #	item # 3				
Reason	Board Action				

Funding Source Allocation:	Federal - CFDA #: <u>93.658</u>	State	County
	\$ 96,367.00 (Estimated Only. See Contract Exhibit B)	\$ 67,456.90	\$ 29,922.10

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

**DEPARTMENT**

By \_\_\_\_\_  
 Signature  
Lori A. Cox  
 Print or Type Name  
 Title Agency Director Date \_\_\_\_\_

**CONTRACTOR**

By \_\_\_\_\_  
 Signature  
Lorenzo Legaspi  
 Print or Type Name  
 Title Vice Chancellor Date \_\_\_\_\_  
 By \_\_\_\_\_  
 Signature  
 \_\_\_\_\_  
 Print or Type Name  
 Title \_\_\_\_\_ Date \_\_\_\_\_

## EXHIBIT A

### PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS

<b>Contracting Department</b>	Alameda County Social Services Agency, Children & Family Services (CFS)
<b>Contractor Name</b>	Chabot-Las Positas Community College
<b>Contract Period</b>	September 20, 2017– June 30, 2018
<b>Type of Services</b>	Childcare, Food and Instruction for Resource Family Approval (RFA) Training
<b>Contract Number/PO#</b>	

#### **I. Program Name:**

Parent Resources for Information, Development and Education (PRIDE) Training transitioning to Resource Family Approval (RFA) Training

#### **II. Contracted Services:**

The CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT (CCD), hereinafter referred to as "Contractor" and Alameda County Social Services Agency (ACSSA), Department of Children and Family Services, hereinafter referred to as "the Department" mutually agree as follows:

Contractor will offer curriculum coordination to transition from PRIDE to RFA, train-the-trainer workshops to support development and pilot program, childcare, food, related supplies/miscellaneous items and arrange for necessary rooms and facilities for the participants of the pre-service RFA Training classes while they are attending these classes. The Pre-Service RFA Training consists of a series of eighteen (18) classes offered by Chabot Community College and Las Positas Community College (sites and rooms to be determined.) These classes inform and prepare potential foster and adoptive parents in making successful, permanent connections with foster youth. These classes are also open to kinship families, respite providers and the general public who are interested in understanding the needs of children in out-of-home care and are under the protection of the Department's Foster Care System.

The RFA Training services will meet the following criteria:

- 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.
- Additionally, RFA Training Instructors must have the approval of the designated ACSSA Program Manager or designated liaison and meet the following requirements:
  - Hold the title of Child Welfare Worker or have equivalent experience in a County Child Welfare Department.

#### **III. Program Information and Requirements**

##### **1. Program Objectives:**

To provide childcare, instructional administrative support, necessary rooms/facilities, food and other related items to those individuals that are participating in the Pre-Service RFA training in the Chabot-Las Positas College District. These services will only be provided during the actual class sessions and are open to the participants and their children for the time they are in attendance in the RFA class.

**2. Program Description and Requirements:**

A. Contract Fiscal Officer: Lorenzo Legaspi, 925-485-5203  
B. Coordination, Quality Assurance & Planning: Vanessa Cormier 510.723.7483  
Anne Loyola 925.424.1172

C. Assistant Coordinator: N/A

D. Supportive services for RFA parents while in attendance of the Pre-Service RFA training class:

- o Childcare
  - o Instructional Assistant and/or Coordinator
  - o Fees or Expenses for Use of Facilities
  - o Food for participants in Pre-Service RFA classes and for children in the childcare room.
  - o Related supplies and miscellaneous expenses for the children of those participants enrolled and attending these RFA classes.
  - o Additional expenses are detailed in the Budget, B-1.
- Childcare Maximum: 4 infants and 15 children per session
  - Training Attendees: minimum of 5, maximum of 25
  - Ages for Childcare: 0-13
  - Hours of childcare: 4 hours for each night and 7 hours for the longer Saturday session.
    - o Consists of 3 hours of childcare plus ½ hour before and ½ hour after, for a total of 4 hours. Contractor will have the flexibility to adjust the hours accordingly.
    - o These hours of childcare are in conjunction with the RFA class sessions listed below:
      - There are a total of 18 complete classes at Chabot and Las Positas. Ten (10) of these classes will offer childcare:
        - Childcare on Tuesday and Thursday evenings for 4 hours from 6:00 –10:00 P.M. that continue for 4 weeks (or as agreed upon by ACSSA and contractor).
        - Childcare on Saturdays (2 continuous sessions in one day) for 7 hours from 8:30 A.M. – 3:30 P.M. that continues for 2 weeks (or as agreed upon by ACSSA and contractor).
3. **Certification/Licensure:** Employment and selection of childcare staff shall be determined by Chabot/Las Positas Community College District policy regarding the appropriate qualifications and/or licensure.
4. **Target Population:** All potential Foster, Adoptive and Kinship parents, respite/childcare providers and interested citizens.
5. **Service Area:** Alameda County
6. **Service Delivery Sites:**
  - The Quality Assurance & Planning Coordinators for Chabot Community College and Las Positas Community College will determine and provide the appropriate classroom and childcare sites.
  - Childcare room(s) will be in close proximity to the RFA Training class sessions.
7. **Service Criteria:**
  - Childcare Instructors and Instructional Assistant will be chosen by the Contractor based on College District childcare/clerical staffing and policy.
  - Contractor will determine a reasonable time before and after each class session for childcare.

- Appropriate childcare staff, instructional assistance, classroom and related facilities/sites, food and related supplies/miscellaneous expenses will be determined by the Contractor with input by the County Department program liaison in order to maximize supportive services.
- If a class or session is canceled, no childcare, instructional assistance, food and/or related supplies will be provided. Contractor will not invoice for these costs when a class is canceled unless a comparable session/class is assigned.

**IV. Reporting and Evaluation Requirements:**

Contractor will send the following information after each completed class to the Alameda County designated Program Manager (listed at the bottom of Exhibit B, Page 5). Instructional Assistant will complete the following reporting requirements listed below. Additional reports or information may be requested by Alameda County SSA to fulfill necessary Program requirements:

- Class Roster including name, address, phone number and other identifying information of participants in attendance.
- Copy of the Certificate of Completion for those attendees that have fulfilled the required number of class hours (12 hours or as specified by SSA and CCD).
- Class/Session Sign-In Sheet(s) that includes date of class, title of class, instructors, number of attendees, number of children class participant has brought into childcare site and any other necessary information.
- Childcare roster listing date of care, name of corresponding class session, hours, childcare staff, number of children and any other necessary information.
- Food receipts as requested.
- Receipts for related supplies and expenses.

For a listing of information required for invoice submittal, please see Exhibit B.

Department will reserve the right to monitor and evaluate supportive services provided by this contract.

- V. **Entirety of Agreement:** Contractor shall abide by all provisions of the Community Based Organization Master Contract General Terms and Conditions, all Exhibits, and all Attachments that are associated with and included in this contract.
- VI. **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 participants during the Client Intake Process. As evidence that a Participant Grievance Policy is in place and all SSA participants provided services by the Contractor have been made aware of its existence, Contractor must obtain the signature of each SSA participant 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 participant'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.
- VII. **Language Access Requirement for Contractors:** Please see Attachment B for more information regarding Limited English Proficient LEP client language access requirements for contractors with Alameda County.

## EXHIBIT B

### TERMS AND CONDITIONS OF PAYMENT

<b>Contracting Department</b>	Alameda County Social Services Agency, Children & Family Services (CFS)
<b>Contractor Name</b>	Chabot-Las Positas Community College
<b>Contract Period</b>	September 20, 2017– June 30, 2018
<b>Type of Services</b>	Childcare, Food, and Train-the-Trainer Instruction for Resource Family Approval (RFA) Training
<b>Contract Number/PO#</b>	
<b>Contract Amt/Max</b>	

In addition to all terms of payment described in the Master Contract Terms and Conditions and any relevant exhibits and attachments, the parties to this Agreement shall abide by the following terms of payment:

#### **I. Budget**

Contractor shall use all payments solely in support of the program budget, set forth as follows:

- A. Funded Program Budget – Exhibit B-1
- B. Agency Composite Budget – Exhibit B-2

#### **II. Terms and Conditions of Payment**

##### **A. Contract Amount/Maximum**

The maximum contract amount authorized during the period of this agreement is \$193,746.00. Contractor shall be compensated for services based on cost in arrears (1<sup>st</sup> payment excepted) according to the line item budget, Exhibit BI attached herein. Contractor shall not exceed the total amount of \$193,746.00 (unless otherwise specified by written agreement) for the term of this agreement. It is the obligation of the contractor to progressively monitor all services expenditures and take appropriate corrective preventive measures including the timely notification of ACSSA if stoppage of services becomes the necessary measure to prevent the over-expenditure of contract funds. Prior approval from the ACSSA Director or an authorized designee shall be required to alter or change the terms and conditions of this agreement.

##### **B. Budget Revision Procedures**

Contractor shall be reimbursed in accordance within the contract budget as detailed in Exhibit B-1. Any budget adjustments, revisions to the service categories and service units within the contract must be approved by SSA Program Department prior to billing the County.

No supplemental billing will be accepted without Contractor's prior notification and approval by SSA Contract Liaison of the need and justification for revisions of the service categories, service units or contract budget (line-items or unit costs).

Contractor must submit a formal written (via e-mail) request to the SSA Contract Liaison for any contract budget adjustment with justification for requested expenditure revisions inclusive of specific impacts to current services being delivered. If impacts to contracted services levels are significant the SSA Contract Liaison will consult and obtain approval from the relevant Program department.

The County Auditor Controller's Office will not pay for unauthorized service categories, service units and budget line-items that are revised or rendered by Contractor that are not approved by SSA Contract Liaison and/or for claimed services that contract program monitoring findings indicate have not been provided.

### **III. Invoicing Procedures:**

Actual invoice reimbursements to be made under this contract shall be for the specified services rendered as set forth in this contract:

- Contractor shall invoice Department for childcare, instructional support position, facility use, food, mileage and related supplies/expenses as set forth below. Payment will be disbursed in four payments:
  - The first payment will include the up-front costs representing one-fourth of the total contract amount: \$48,000.00 and is due after the contract is encumbered.
  - The balance of the payments in the amount of \$145,746.00 each will be due starting in December 2017.

1 <sup>st</sup> Installment of	\$ 48,000.00	due <u>after contract is encumbered and the 1<sup>st</sup> invoice is received</u>
2 <sup>nd</sup> Installment of	\$ 48,000.00	due <u>in December 2017 after 2<sup>nd</sup> invoice is received</u>
3 <sup>rd</sup> Installment of	\$ 48,000.00	due <u>in March 2018 after 3<sup>rd</sup> invoice is received</u>
4 <sup>th</sup> Installment of	\$ 49,746.00	due <u>in June 2018 after 4<sup>th</sup> invoice is received</u>
<b>Total Payment not to exceed</b>	<b>\$193,746.00</b>	

- The **invoices** shall set forth:
  - All billable activities as listed on Budget in Exhibit B-1
  - Invoices shall be accompanied by a **summary page** documenting the following information:
    1. Expenses by number of classes/sessions for childcare, instructional support, facility use, food and related supplies/expenses
    2. Cumulative expenses (Year-to-date invoiced)
    3. Contract budget
    4. Unexpended balance
- Payment of invoices requires an original signature in blue ink of *either* PRIDE Coordinator.
- Failure to submit required reports may delay processing of invoices for reimbursement

**Please submit your invoice and summary report for services rendered to:**

Najia Osmani/PFS  
Alameda County Social Services  
Contracts Administration/Finance  
2000 San Pablo Ave., 4<sup>th</sup> Floor  
Oakland, CA 94612

cc: Sarah Wales, Program Manager  
Children & Family Services  
P.O. Box 917  
Oakland, CA 94604

#### **IV. Funding**

##### **Units of Service:**

- Eight (8) 2017 Fall Semester courses from September 2017 to December 2017, ten (10) Spring Semester 2018 courses from January 2018 to June 2018.
- The series of eighteen (18) classes consisting of 2 sessions each are offered by Chabot College and Las Positas College, number of classes at each site to be determined.
- *Total instructional hours for each series of classes: 12-13*

##### **Cost per Unit of Service:**

- Revise curriculum, train-the-trainers, pilot and implement RFA pre-service training.
- Instructional Assistant position at \$20 per hour for 4 hours per class session. Benefits will be paid at \$57 per class (8 class sessions make up 1 class). See Exhibit B-1 for total costs.
- Childcare workers at \$20 per hour for 4 hours per class session. 3 childcare workers will be available for each session. The number of childcare workers and hours of childcare can be adjusted by the Contractor as needed.
- Food for class participants is estimated at \$100 per session, not to exceed more than \$1200 for an entire class.
- Mileage costs for obtaining/transporting food and other supplies is estimated at a maximum of 30 miles per session at \$ 55.5 cents a mile.
- Food for the children present in childcare will be taken from the cost overruns amount listed in the Budget in Exhibit B-1. This amount is approximately \$65 per session and can be adjusted accordingly.
- Additional childcare, instructional support, facility use, food for participants, supplies/miscellaneous expenses and other cost overruns for two to three additional classes are included in the total contract amount.

#### **V. 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 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.



**Exhibit B-1  
Funded Program Budget**

**APPROXIMATE COST FOR RFA & CPR CLASSES**

**(September 20, 2017-June 30, 2018)**

	<b>Per Person</b>	<b>Per Session</b>	<b>Per Class</b>	<b>Annual Costs</b>
Program Coordination	Revise curriculum, train-the-trainers, pilot and implement RFA pre-service training			\$28,500 – salary \$ 9,100 – benefits <b>\$37,600 - total</b>
Instructional Assistants	Collect data, verify training, report attendance, create certificates, coordinate facilities, etc			\$12,200 – salary 3,908 – benefits <b>\$16,108 - total</b>
Student Assistants	Input data, file, etc, support Instructional Assistant			<b>\$10,000 - total</b>
Instructors (RFA & CPR)			\$18,500 - RFA classes \$9,600 – CPR classes	<b>\$28,100 - total</b>
Facilities (RFA & CPR)				<b>\$4,000.00 total</b>
Childcare* (RFA & CPR)	\$20 an hour x 8 hrs = <b>\$160.00</b>	\$160 x 6 workers= <b>\$960 per day</b>	\$960 x 2days class = <b>\$1,920.00 per class</b>	\$1,920 x 18 classes = <b>\$34,560.00 total</b> for Childcare
Food** (RFA&CPR)		<b>\$400</b>	\$1,600 - RFA \$ 400 - CPR	\$1,600x18 RFA Classes = <b>\$28,280.00 - RFA</b> \$400x8 CPR classes = <b>\$3,200.00 CPR</b>
Mileage (obtaining and transporting food, supplies to/from worksite)		55.5 cents a mile		<b>\$ 1,200.00 total</b>
Materials Reproduction (RFA)			\$500.00 per RFA class	\$450.00 per class x 18 classes <b>\$8,100.00</b>
Supplies				<b>\$5,000.00</b>
Administrative Costs (.04%)				<b>\$7,750.00</b>
Food/Related Supplies for Children,*** 2-3 additional classes/cost overruns (food, supplies, etc.)				<b>\$7,940.00</b>
<b>GRAND TOTAL</b>				<b>20 RFA &amp; CPR classes</b> <b>\$193,746.00</b>

\*Childcare – serving children ages 0-9/max of 4 infants and 15 children.

\*\*Providing meal for approx 25 adults (students & staff). **NOTE: Food costs will increase if we have more children and adults.**

\*\*\*Provides snacks and other food/supplies for children in childcare. Approximately \$75 per session.

Funding source is from AB2129 Foster Parent Training and Recruitment Planning administered by the Alameda County Department of Children & Family Service.

**Exhibit – B-2**  
**Agency Composite Budget**

<b>Items</b>	<b>Totals</b>
Program Coordination (salary & benefits)	\$37,600.00
Instructional Asst (salary & benefits)	\$16,108.00
Student Assistants (salary & benefits)	\$10,000.00
Instructors (6 classes) (salary & benefits)	\$28,100.00
Facilities	\$4,000.00
Childcare (10 classes) (RFA)	\$34,560.00
Food (RFA)	\$32,000.00
Mileage (obtaining and transporting food, supplies to/from worksite)	\$1,200.00
Instructional Materials Reproduction	\$8,100.00
Supplies	\$5,000.00
Administrative Costs (.04%)	\$7,750.00
Overruns/Contingencies	\$7,940.00
<b>Grand TOTAL</b>	<b>\$193,746.00</b>

Attachment A

**CLIENT GRIEVANCE POLICY**

**WHAT TO DO IF YOU HAVE A GRIEVANCE**

If you have a complaint about the performance of CHABOT COLLEGE 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 to CHABOT COLLEGE 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, 4<sup>th</sup> floor  
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

(5/22/12)

## ANEXO A

### POLITICA PARA QUEJAS DE CLIENTES

#### QUE HACER SI USTED TIENE UNA QUEJA

Si usted tiene una queja acerca del rendimiento de (INSERT NAME OF CONTRACTOR) personal, y/o usted siente que se le ha tratado injustamente, los siguientes son los pasos que tendrá que seguir para que su queja sea escuchada:

1. Hable en privado con la persona con quien tiene usted el problema. Le recomendamos que trate de solucionar el problema de una manera abierta e informal.
2. Si usted no se siente cómodo hablando con la persona con quien usted tiene el problema, o habla con esa persona y no esta satisfecho/a con los resultados, usted puede hacer una cita para hablar con, o someter una queja por escrito (cual puede ser en su propio idioma) al (INSERT NAME OF CONTRACTOR) Director Ejecutivo o su representante. Si tiene una buena razón para utilizar otro medio de comunicar su queja, así como una cinta de grabación, lo podrá hacer. El Director Ejecutivo o su representante se reunirá con usted o le proveerá una respuesta por escrito a su queja durante diez (10) días hábiles de su cita o de haber recibido su queja por escrito.
3. O, si usted prefiere, puede evitar los pasos previos y contactar los organismos de financiación a continuación, inmediatamente:

Agencia de Servicios Sociales del Condado de Alameda  
Oficinas Administrativas  
2000 Avenida San Pablo  
Oakland, CA 94612  
Atención: Lori A. Cox  
Directora de la Agencia de Servicios Sociales  
(510) 271-9100

Certifico que la información en este documento fue explicada para mi entera satisfacción y en mi propio idioma y que una copia de este formulario me fue dada.

\_\_\_\_\_  
Nombre del Cliente (fávor de imprimir)

\_\_\_\_\_  
Firma del Cliente

\_\_\_\_\_  
Fecha

Attachment B

(Revised: 07/01/12)

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.

**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
<b>A Commercial General Liability</b> 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>B Commercial or Business Automobile Liability</b> 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
<b>C Workers' Compensation (WC) and Employers Liability (EL)</b> Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
<b>D Professional Liability/Errors &amp; Omissions</b> Includes endorsements of contractual liability	\$1,000,000 per occurrence \$2,000,000 aggregate
<b>E Endorsements and Conditions:</b> <ol style="list-style-type: none"> <li>1. <b>ADDITIONAL INSURED:</b> 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.</li> <li>2. <b>DURATION OF COVERAGE:</b> 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.</li> <li>3. <b>REDUCTION OR LIMIT OF OBLIGATION:</b> 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.</li> <li>4. <b>INSURER FINANCIAL RATING:</b> 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.</li> <li>5. <b>SUBCONTRACTORS:</b> 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.</li> <li>6. <b>JOINT VENTURES:</b> 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"> <li>- 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.</li> <li>- Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured.</li> </ul> </li> <li>7. <b>CANCELLATION OF INSURANCE:</b> All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation.</li> <li>8. <b>CERTIFICATE OF INSURANCE:</b> 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:                         <ul style="list-style-type: none"> <li>- Alameda County Social Services/Contracts Office, 2000 San Pablo Avenue, 4th Floor, Oakland, CA 94612 Attn: Insurance Unit</li> <li>- With a copy to Risk Management Unit (1106 Madison Street, Room 233, Oakland, CA 94607)</li> </ul> </li> </ol>	

## EXHIBIT D 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 (31 U.S.C.A. §§ 7501-7507) 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, effective with the first fiscal year beginning on and after December 26, 2014, the following are required.

### I. AUDIT REQUIREMENTS

#### A. Funds from Federal Sources:

1. Non-Federal entities which are determined to be subrecipients by the supervising department according to 2 CFR § 200.330 and which expend annual Federal awards in the amount specified in 2 CFR § 200.501 are required to have a single audit performed in accordance with 2 CFR § 200.514.
2. When a non-Federal entity expends annual Federal awards in the amount specified in 2 CFR § 200.501(a) under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or terms and conditions of the Federal award do not require a financial statement audit of the auditee, the non-Federal entity may elect to have a program-specific audit conducted in accordance with 2 CFR § 200.507 (Program Specific Audits).
3. Non-Federal entities which expend annual Federal awards less than the amount specified in 2 CFR § 200.501(d) are exempt from the single audit requirements for that year except that the County may require a limited-scope audit in accordance with 2 CFR § 200.503(c).

#### B. Funds from All Sources:

Non-Federal 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 Generally Accepted Government Auditing Standards (GAGAS) covering all County programs.
2. Less than \$100,000 are exempt from these audit requirements except as otherwise noted in the contract.

Non-Federal entities that are required to have or choose to do a single audit in accordance with 2 CFR Subpart F, Audit Requirements are not required to have a financial audit in the same year. However, Non-Federal 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 Generally Accepted Government Auditing Standards issued by the Comptroller General of the United States (GAGAS).
2. All audits must be conducted annually, except for biennial audits authorized by 2 CFR § 200.504 and where specifically allowed otherwise by laws, regulations, or County policy.

3. The audit report must contain a separate schedule that identifies all funds received from or passed through 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

### A. For Single Audits

1. Within the earlier of 30 calendar days after receipt of the auditor's report or nine months after the end of the audit period, the auditee must electronically submit to the Federal Audit Clearinghouse (FAC) the data collection form described in 2 CFR § 200.512(b) and the reporting package described in 2 CFR § 200.512(c). The auditee and auditors must ensure that the reporting package does not include protected personally identifiable information. The FAC will make the reporting package and the data collection form available on a web site and all Federal agencies, pass-through entities and others interested in a reporting package and data collection form must obtain it by accessing the FAC. As required by 2 CFR § 200.512(a)(2), unless restricted by Federal statutes or regulations, the auditee must make copies available for public inspection.
2. A notice of the audit report issuance along with two copies of the management letter with its corresponding response should be sent to the County supervising department within ten calendar days after it is submitted to the FAC. The County supervising department is responsible for forwarding a copy of the audit report, management letter, and corresponding responses to the County Auditor within one week of receipt.

### B. For Audits other than Single Audits

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 year, or other time frame as specified by the department. The County supervising department is responsible for forwarding a copy of the audit report package 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 consistent with 2 CFR § 200.511(c) to address each audit finding included in the current year auditor's 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**

**EXHIBIT E INTENTIONALLY OMITTED**

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, 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.

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 Community Based Organization Master Contract. Signing this Contract on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: Chabot-Las Positas Community College District

PRINCIPAL: Lorenzo Legaspi TITLE: Vice Chancellor, Business Services

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_