

AGREEMENT FOR PROFESSIONAL SERVICES
Title IV-E Specialized Training Services

THIS AGREEMENT (“Agreement”) is made and entered into this 1st day of December, 2020, by and between the County of Tuolumne, a political subdivision of the State of California, (“County”), and Chabot-Las Positas Community College District, (“Contractor”), pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on December 01, 2020 and terminate on June 30, 2023, unless extended as provided by this Agreement.

Thereafter, this Agreement may be extended for two (2) annual extensions by written amendment signed by both parties, through June 30, 2025.

2. SERVICES

Contractor shall perform Title IV-E Specialized Training Services as described in Exhibit A, “Scope of Work,” which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

The source of funding for these services is Federal Title IV-E. County will only reimburse Contractor for eligible expenses under the auspices of Title IV-E, which includes direct expenses paid to subcontractors or vendors, as well as a direct expense for contract management at eighteen percent (18%) not to exceed One Million and Five Hundred Thousand Dollars (\$1,500,000) per fiscal year (July 1st - June 30th), or a total of Four Million and Five Hundred Thousand Dollars (\$4,500,000) over the term of this agreement.

Payment for all services provided in accordance with provisions under this grant shall be contingent upon the availability of funding. The County shall not be required to purchase any definite amount of services, nor does the County guarantee any minimum amount of funding or service level. County must provide the quarterly federal discount rate to the Contractor by the 25th of each month following each quarter. Contractor must fulfill the reporting and 100% match requirements that correspond with the applicable federal Title IV-E grant funding for the agreement. In the event Contractor fails to fulfill these requirements, County will either reduce the budget accordingly and/or terminate the contract. Exhibit B details compensation under the provisions of Title IV-E.

4. INSURANCE

- A. The Contractor shall provide at its own expense and maintain at all times the following insurance with insurance companies licensed in the State of California and shall provide evidence of such insurance to the County as may be required by the Risk Manager of the County. The Contractor's insurance policy(ies) shall be placed with insurer(s) with acceptable Best's rating of A:VII or with approval of the Risk Manager. The Contractor shall provide notice to the Risk Manager of the County by registered mail, return receipt requested, thirty (30) days prior to cancellation or material change for all of the following stated insurance policies:
- i. Workers' Compensation Coverage – Workers' Compensation Insurance and Employer's Liability Insurance for employees in accordance with the laws of the State of California (including requiring any authorized subcontractor to obtain such insurance for its employees).
 - ii. General Liability Coverage - Commercial general liability insurance with a minimum liability limit per occurrence of one million dollars (\$1,000,000) for bodily injury and one hundred thousand dollars (\$100,000) for property damage. If a commercial general liability insurance form or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Coverage shall be included for premises, operations and broad form contractual.
 - iii. Automobile Liability insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and \$100,000 for property damage. This insurance shall cover for bodily injury and property damage, owned, hired and non-owned vehicles.
 - iv. Professional Liability: Professional errors and omissions liability for protection against claims alleging negligent acts, errors or omissions which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) per claim with an aggregate limit of five million dollars (\$5,000,000). Contractor agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement and any extensions thereof.

- B. Policy Endorsements: Each general liability and automobile liability insurance policy shall be endorsed with the following specific provisions:
- i. The County, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insureds (“County additional insureds”).
 - ii. This policy shall be considered, and include a provision it is, primary as respects the County additional insureds, and shall not include any special limitations to coverage provided to the County additional insureds. Any insurance maintained by the County, including any self-insured retention the County may have, shall be considered excess insurance only and shall not contribute with it.
 - iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
 - iv. The insurer waives all rights of subrogation against the County additional insureds.
 - v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County additional insureds.
- C. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the County’s option, Contractor shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- D. Unsatisfactory Policies: If at any time any of the policies or endorsements be unsatisfactory as to form or substance, or if an issuing company shall be unsatisfactory, to the Risk Manager, a new policy or endorsement shall be promptly obtained and evidence submitted to the Risk Manager for approval.
- E. Failure to Comply: Upon failure to comply with any of these insurance requirements, this Agreement may be forthwith declared suspended or terminated. Failure to obtain and/or maintain any required insurance shall not relieve any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the indemnification obligations.

5. HOLD HARMLESS/INDEMNIFICATION

Each Party agrees to indemnify, defend, save, protect and hold harmless the other Party, its elected and appointed officials, officers, employees, agents and volunteers from any and all demands, losses, claims, costs, suits, liabilities and expenses for any damage, injury or death (collectively, “Liability”) arising directly or indirectly from or connected with the services provided hereunder which is caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct the

indemnifying Party, its officers, employees, agents, contractors, consultants, or any person under its direction or control and shall make good to reimburse the other Party for any expenditures, including reasonable attorney's fees, the indemnified Party may make by reason of such matters and, if requested by the indemnified Party, shall defend any such suits at the sole cost and expense of the indemnifying Parties. The mutual Party's obligations under this section shall exist regardless of concurrent negligence or willful misconduct on the part of the other Party or any other person; provided, however, that indemnifying Party shall not be required to indemnify other Party for the proportion of Liability a court determines is attributable to the negligence or willful misconduct of the indemnified Party.

If such indemnification becomes necessary, the indemnified Party shall have the absolute right and discretion to approve or disapprove of any and all counsel employed to defend the indemnified Party. This indemnification clause shall survive the termination or expiration of this Agreement.

6. INDEPENDENT CONTRACTOR

It is understood that Contractor, in the performance of the services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the County. Contractor shall obtain no rights to retirement benefits or other benefits which accrue to County's employees, and Contractor hereby expressly waives any claim it may have to any such rights. All employees, agents, contractors, subcontractors hired or retained by the Contractor are performing in that capacity for and on behalf of the Contractor and not the County. The County shall not be obligated in any way to pay any wage claims or other claims made against the Contractor by any such employee, agent, contractor or subcontractor, or any other person resulting from the performance of this Agreement.

7. ASSIGNMENT

This Agreement is for the professional services of the Contractor and it shall not assign, subcontract or sublet any part of this Agreement without the express prior written consent of County. Any assignment without the express prior written consent of the County is VOID.

8. NOTICE

Any and all notices, reports or other communications to be given to County or Contractor shall be given to the persons representing the respective parties at the following addresses:

CONTRACTOR:

Chabot-Las Positas Community College
District

COUNTY:

Health and Human Services Agency
HHSA Director

Acting Director, Title IV-E and Child
Welfare Training
7600 Dublin Boulevard, Suite 102
Dublin, CA 94568

County of Tuolumne
20075 Cedar Road North
Sonora, CA 95370

9. COMPLIANCE

Contractor shall comply with all federal, state and local laws, codes, ordinance and regulations applicable to Contractor's performance under this Agreement, including, but not limited to, laws related to prevailing wages. Specifically, Contractor shall not engage in unlawful employment discrimination, including, but not limited to, discrimination based upon a person's race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law.

All services performed by Contractor under this Agreement shall be in strict conformance with all applicable federal, state and/or local laws and regulations relating to confidentiality, including, but not limited to, California Civil Code section 56 et seq., Welfare and Institutions Code sections 827, 5328, 10850 and 14100.2, Health and Safety Code sections 11977 and 11812, 22 California Code of Regulations section 51009, and 42 Code of Federal Regulations section 2.1 et seq.

As applicable, Contractor shall comply with the State of California's General Terms and Conditions GTC-610, incorporated herein by reference and made a part of this Agreement as attached hereto. GTC-610 can be viewed at <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>. Contractor shall also comply, as applicable, with the California General Terms and Conditions Mandatory Formula, Block, and Entitlement Grant Programs, which is attached hereto as Exhibit C and incorporated herein by reference.

10. NON-DISCRIMINATION

Contractor agrees that it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5 as amended; California Government Code section 12940 (c)(h)(1), (i) and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000-98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal

Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this Agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE CONTRACTOR/COUNTY HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the Contractor/County agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code Section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the Contractor/County directly through contract, license, or other provider services, so long as it receives federal or state assistance.

11. PUBLIC RECORDS ACT

Contractor is aware that this Agreement and any documents provided to the County may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of the Contractor to clearly identify information in those documents that it considers to be confidential under the California Public Records Act. To the extent that the County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

12. ENTIRE AGREEMENT AND MODIFICATION

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties, however, matters concerning the

scope of services which do not affect the agreed price may be modified by mutual written consent of the Contractor and the HHS Director or designee. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

13. ENFORCEABILITY AND SEVERABILITY

The invalidity or enforceability of any term or provisions of this Agreement shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

14. TERMINATION AND RIGHTS UPON TERMINATION

- A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Contractor shall immediately be paid all fees earned as of the effective date of termination.
- B. Either party may terminate this Agreement for convenience upon sixty (60) calendar days' written notice to the other party. Upon termination for convenience, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination, as set forth in Exhibit B.
- C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

15. NO WAIVER

The failure to exercise any right to enforce any remedy contained in this Agreement shall not operate as to be construed to be a waiver or relinquishment of the exercise of such right or remedy, or of any other right or remedy herein contained.

16. DISPUTES

Should it become necessary for a party to this Agreement to enforce any of the provisions hereof, the prevailing party in any claim or action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees.

It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Tuolumne, State of California.

17. CAPTIONS

The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

18. NUMBER AND GENDER

In this Agreement, the neutral gender includes the feminine and masculine, the singular includes the plural, and the word “person” includes corporations, partnerships, firms or associations, wherever the context so requires.

19. MANDATORY AND PERMISSIVE

“Shall” is mandatory. “May” is permissive.

20. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

21. COUNTERPARTS

This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

22. OTHER DOCUMENTS

The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

23. CONTROLLING LAW

The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

24. AUTHORITY

Each party and each party’s signatory warrant and represent that each has full authority and capacity to enter into this Agreement in accordance with all requirements of law. The parties also warrant that any signed amendment or modification to the agreement shall comply with all requirements of law, including capacity and authority to amend or modify the Agreement.

25. NEGOTIATED AGREEMENT

This Agreement has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Agreement within the meaning of California Civil Code section 1654. Each party represents and warrants that in executing this Agreement it does so with full knowledge of the rights and duties it may have with respect to the other party. Each party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such party willingly foregoes any such consultation.

26. NO RELIANCE ON REPRESENTATIONS

Each party warrants and represents that it is not relying and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Agreement, have been independently verified. Each party further understands that it is responsible for verifying the representations of law or fact provided by the other party.

27. WARRANTY

County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby warrants that all work shall be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

28. FUNDING AVAILABILITY

It is mutually agreed that if the County budget of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the County shall immediately inform the Contractor of the lack of sufficient funds and shall compensate the Contractor for any unreimbursed expenses with proper documentation that were incurred prior to such notice. Thereafter, County shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement. County budget decisions are subject to the discretion of the Board of Supervisors.

If funding for any fiscal year is reduced or deleted by the County budget for purposes of this program, the County shall have the option to either cancel this Agreement with no liability occurring to the County, or offer an Agreement amendment to Contractor to reflect the reduced amount.

[This section has been intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

COUNTY OF TUOLUMNE	CONTRACTOR
By: Sherri Brennan, Chair Board of Supervisors	By: Jonah Nicholas, Vice Chancellor, Business Services
ATTEST:	
By: Heather Ryan, Seal Clerk of the Board	
APPROVED AS TO LEGAL FORM:	
By: Maria Sullivan, Deputy County Counsel	

Exhibit A
SCOPE OF WORK

Services and Curriculum:

Contractor will offer a training curriculum that fulfills the requirements of the Title IV-E federally-funded training program. The training curriculum will include topics established by Tuolumne County DSS administration and the vendor with the end goal of supporting efforts towards every child in Tuolumne County residing in a safe, healthy, and nurturing environment. California Department of Social Services (CDSS) All County Letter 09-80 clarifies that providers across disciplines are eligible to attend training provided through Title IV-E funds if the training prepares the participants to support dependent children and youth. Therefore the trainings will be targeted to child welfare workers, supervisors and administration, probation workers, supervisors and administration, behavioral health staff, education providers, Resource Families, Foster Family Agency homes and staff, short-term residential treatment program staff, Court workers and other systems that interact and/or provide oversight to work with the foster children, youth, and their families.

Contractor will perform the following services under the auspices of this agreement:

- A. Offer Title IV-E training resources to Title IV-E eligible service providers as noted above in order to build and strengthen agency and care provider capacity to meet federal performance outcomes and support practice improvement. Contractor will work with County staff to develop a partner list and outreach system specific to Tuolumne County that shall be refined over time to remain relevant and accurate.
- B. Once funds are allocated, Contractor will train the participating entities on Title IV-E regulations, determining training eligibility, and documentation. Contractor will ensure and verify that all training activities qualify for the enhanced 75% rate and attendees are qualified participants according to the Title IV-E guidelines.
- C. Develop and provide a training curriculum that aligns with current Child Welfare services best practice, in consideration of Safety Organized Practice (SOP), the Quality Parent Initiative (QPI), and other current evidence-based identified best practices for County staff, resource families, and service providers. Resources provided will be topical and relevant to each group receiving resources, including appropriate materials for each class session.
- D. Collaborate with County administration and the identified staff development team and other identified training partners, to coordinate schedules, location and any subcontracting activities (if any).
 - o Contractor will contract with, pay and ensure documentation collection with any local and national experts specifically for child welfare-led initiatives, and the county will schedule trainings at times and locations that meet its staff's availability.

- E. Offer classes through in-person and virtual lectures, field training, seminars, workshops, and provide one-on-one coaching. Classes will not be hindered by a need for social distancing or safety protocols; distance/ virtual classes will be viable options. Classroom training shall be provided at times and locations that are convenient for participants.
- F. Create and make available an online monthly training calendar listing all open classes available through this agreement.
- G. Provide a tracking tool to ensure meaningful feedback is obtained and the training curriculum meets Title IV-E requirements. Feedback tools and results will be provided to County administration and staff development team and make adjustments should the trainings not be rated sufficiently (jointly determined).
- H. Meet quarterly with the County staff and staff development team to plan training sessions and review the progress and performance of the program, ensure the sharing and cohesion of program ideas and best practices, ensure the program aligns with the County's identified training priorities.

Reporting:

Quarterly and annual reports must be submitted during the term of the agreement. The reports shall contain information related to the number and types of courses offered during the reporting period, number of attendees and agencies and organizations represented. Quarterly reports are due no later than 30 days following the end of the quarter and annual reports are due within 60 days following the end of the fiscal year.

Contractor shall submit ad hoc reports as requested by DSS administration.

Back-up documentation required for all training activities (fixed unit and fee for service):

- Materials that identify qualifications (e.g., resumes) of all persons paid under this Contract to provide training (if not previously submitted).
- A course description or training summary outlining eligibility of learning activity at the 75% enhanced Title IV-E rate, as well as activities to support the transfer of learning (application of skills and knowledge to enhance job performance).
- A sign-in sheet with the location of the training, training topic, instructor's name(s), list of attendees and their agency names, type of participants, and the date and time class started and ended; all to be verified with the instructor's signature.
 - The types of participants include service provider staff, resource family/ caregivers, county social workers and other participants.
 - Sign in sheets for classes that are open to County workers must include identification, such as name, job title, and agency.
 - Fee for service activities conducted outside a classroom environment do not need a sign in sheet but need to include documentation that the participant(s) and content qualify(ies) under Title IV-E regulations.
 - A summary of evaluation data including three measures: effectiveness of trainer, overall training, and content.

- Fee for service-learning activities must include a summary of expenses and corresponding receipts.

Exhibit B
COSTS AND INVOICING

- A. This agreement is an entitlement contract therefore Contractor will only be paid for expenses incurred and properly documented. Contractor will provide 100% of the required match when the federal rate is higher than 65%. Should the federal rate drop below an annual average of 65%, Contractor and County will discuss budget and scope to make necessary adjustments.
- B. The direct program expenses are calculated on a monthly basis and invoiced to the County quarterly. An administrative fee of 18% is allocated as an additional direct training expense that covers staff, facilities and operations. Invoices will specify direct training activities eligible at the enhanced rate (75%), as well as training activities that are eligible at the non-enhanced rate (50%).
- C. Contractor shall invoice County up to the maximum amount of this agreement, One Million and Five Hundred Thousand Dollars (\$1,500,000) per fiscal year, for a total of no more than Four Million and Five Hundred Thousand Dollars (\$4,500,000) over the term of this agreement.
- i. Allowable expenses for trainings shall include the following:
 - Salaries, fringe benefits, travel and per diem costs for staff trainings and/or outside subject matter experts;
 - Training supplies, postage, and purchase or development of training materials;
 - Training venue;
 - Administrative and training oversight personnel and overhead costs directly applicable to the trainings.
 - ii. Training dates and cost shall correspond with applicable quarterly discount rates on all invoices.
- D. Contractor shall invoice County using the invoicing template as outlined in Exhibit D.



ADMINISTRATION FOR
CHILDREN & FAMILIES

Office of Grants Management
Division of Mandatory Grants
330 C Street, SW Mailstop
3127 Washington, DC 20201

**GENERAL TERMS AND CONDITIONS
MANDATORY FORMULA, BLOCK and ENTITLEMENT GRANT PROGRAMS**

Except as noted otherwise, these Terms and Conditions apply to all mandatory grant programs administered by the Administration for Children and Families (ACF), see Appendix A. Please also review the separate program-specific Addendum to these Terms and Conditions applicable to each program.

By acceptance of the individual awards, each grantee agrees to comply with these requirements. Failure to comply may result in the loss of Federal funds and may be considered grounds for the suspension or termination of the grant.

ADMINISTRATIVE REQUIREMENTS

1. These programs are governed by the following Federal regulations:
 - **2 CFR Part 376** – Nonprocurement Debarment and Suspension;
 - **2 CFR Part 382** – Requirements for Drug-Free Workplace (Financial Assistance);
 - **45 CFR Part 16** – Procedures of the Departmental Grant Appeals Board;
 - **45 CFR Part 30** – Claims Collection;
 - **45 CFR Part 75** – Uniform Administrative Requirements, Cost Principles and Audit Requirements for HHS Awards;
 - **45 CFR Part 80** – Nondiscrimination Under Programs Receiving Federal Assistance through the Department of Health and Human Services, Effectuation of Title VI of the Civil Rights Act of 1964;
 - **45 CFR Part 81** – Practice and Procedure for Hearings Under Part 80 of this Title;
 - **45 CFR Part 84** – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving Federal Financial Assistance;
 - **45 CFR Part 86** – Nondiscrimination on the Basis of Sex in Education Programs and Activities Receiving or Benefiting from Federal Financial Assistance;
 - **45 CFR Part 87** – Equal Treatment for Faith-Based Organizations;
 - **45 CFR Part 91** – Nondiscrimination on the Basis of Age in HHS Programs or Activities Receiving Federal Financial Assistance;
 - **45 CFR Part 93** – New Restrictions on Lobbying;
 - **45 CFR Part 95** – General Administration – Grant Programs;
 - **45 CFR Part 100** – Intergovernmental Review of Department of Health and Human Services Programs and Activities.

2. In accordance with Public Law 103-333, the “Departments of Labor, Health and Human Services, and Education, and Related Agencies Appropriations Act of 1995,” the following provisions are applicable to the mandatory grant programs:
 - Section 507: “Purchase of American-Made Equipment and Products - It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available in this Act should be American-made.”
 - Section 508: “When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all States receiving Federal funds, including but not limited to State and local governments and recipients of Federal

research grants, shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.”

3. *Drug-Free Workplace Requirements*. In accordance with provisions of Title V, Subtitle D of Public Law 100-690 (41 USC 701 et. seq.), the “Drug-Free Workplace Act of 1988,” all grantees must maintain a drug-free workplace and must publish a statement informing employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and establishing the actions that will be taken against employees violating these prohibitions. The grantee must notify ACF if an employee is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment. (See 2 CFR Part 382)
4. *Smoking Prohibitions*. In accordance with Title XII of Public Law 103-227, the “PRO-KIDS Act of 1994,” smoking may not be permitted in any portion of any indoor facility owned or regularly used for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs wither directly or through State or local governments. Federal programs include grants, cooperative agreements, loans and loan guarantees, and contracts. The law does not apply to children’s services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions or facilities and used for inpatient drug and alcohol treatment.

The above language must be included in any subawards that contain provisions for children’s services and that all sub-grantees shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day.

5. *Religious Activity Prohibitions*. Direct Federal grants, sub-awards, or contracts under these programs shall not be used to support inherently religious activities such as religious instruction, worship, or proselytization. Therefore, organizations must take steps to separate, in time or location, their inherently religious activities from the services funded under these programs. (See 45 CFR Part 87)
6. *Lobbying Prohibitions*. Federal grant funds provided under these awards may not be used by the grantee or any sub-grantee to support lobbying activities to influence proposed or pending Federal or State legislation or appropriations. This prohibition is related to the use of Federal grant funds and is not intended to affect an individual’s right or that of any organization, to petition Congress, or any other level of Government, through the use of other resources. (See 45 CFR Part 93.)
7. *Same-Sex Marriage Provisions*. In accordance with the decision in United States v. Windsor (133 S. Ct. 2675 (June 26, 2013)); Section 3 of the Defense of Marriage Act, codified at 1 USC 7, in any grant-related activity in which family, marital, or household considerations are, by statute or regulation, relevant for purposes of determining beneficiary eligibility or participation, grantees must treat same-sex spouses, marriages, and households on the same terms as opposite sex spouses, marriages, and households, respectively. By "same-sex spouses," HHS means individuals of the same sex who have entered into marriages that are valid in the jurisdiction where performed, including any of the 50 states, the District of Columbia, or a U.S. territory or in a foreign country, regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. By "same-sex marriages," HHS means marriages between two individuals validly entered into in the jurisdiction where performed, including any of the 50 States, the District of Columbia, or a U.S. territory or in a foreign country, regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. By "marriage," HHS does not mean registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage.

8. Human Trafficking Provisions. These awards are subject to the requirements of Section 106(g) of the “Trafficking Victims Protection Act of 2000” (22 USC 7104). The full text of this requirement is found at <http://www.acf.hhs.gov/grants/award-term-and-condition-for-trafficking-in-persons> .
9. Transparency Act Requirements. Awards under these programs are included under the provisions of P.L. 109-282, the “Federal Funds Accountability and Transparency Act of 2006” (FFATA). Under this statute, the State is required to report information regarding executive compensation and all subgrants, contracts and subcontracts in excess of \$25,000 through the Federal Subaward Reporting System (<https://www.frs.gov/>) and in accordance with the terms found in Federal regulations at 2 CFR Part 170, including Appendix A. (NOTE: This requirement became applicable to all mandatory grant programs July 1, 2011.)
10. Federal Awarding Agency Review of Risk Posed by Applicants
As required by 2 CFR 200 of the Uniform Guidance and HHS implementing regulations (45 CFR Part 75) effective January 1, 2016, ACF is issuing guidance to implement the mandatory disclosures provision at 45 CFR 75.113. ACF is required to review and consider any publicly available information about the applicant that is in the Federal Awardee Performance and Integrity Information System (FAPIIS), <https://www.fapiis.gov> (45 CFR 75.205(a)(2)). Before making any award in excess of the simplified acquisition threshold (currently \$150,000) over the period of performance (45 CFR 75.2). An applicant may review and comment on any information about itself that a federal awarding agency has previously entered into FAPIIS. ACF will consider any comments by the applicant, in addition to other information in FAPIIS, in making a judgment about the applicant's integrity, business ethics, and record of performance under federal awards when completing the review of risk posed by applicants as described in 2 CFR §200.205 Federal Awarding Agency Review of Risk Posed by Applicants (http://www.ecfr.gov/cgi-bin/text-id?node=se2.1.200_1205&rgn=div8).
11. Construction Prohibitions. Unless superseded by program-specific regulations, these awards may not be used for construction or the purchase of land.

SUB-RECIPIENTS UNDER GRANTS

12. Grantees are required to determine recipient type when sub-granting or contracting using Federal funds. In accordance with the standards set in 45 CFR 75.351, the determination is based on the substance of the relationship with the grantee, rather than the form of the agreement.
 - The presence of one or more of the following conditions would indicate that the sub-recipient should be considered a subgrantee and is subject to the provisions of 45 CFR Part 75 Subpart F:
 - a. Determines who is eligible to receive what Federal financial assistance;
 - b. Has its performance measured against whether the objectives of the Federal program are met;
 - c. Has responsibility for programmatic decision making;
 - d. Has responsibility for adherence to applicable Federal program compliance requirements;
 - e. Uses the Federal funds to carry out a program of the organization as compared to providing goods or services for a program of the pass-through entity;
 - The presence of one or more of the following conditions would indicate that the sub-recipient should be considered a Uvendor or contractorU and is not subject to the provisions of 45 CFR Part 75 Subpart F:
 - a. Provides the goods and services within normal business operations;
 - b. Provides similar goods or services to many different purchasers;
 - c. Operates in a competitive environment;
 - d. Provides goods or services that are ancillary to the operation of the Federal program;
 - e. Is not subject to compliance requirements of the Federal program.
13. No organization may participate in these programs in any capacity or be a recipient of Federal funds designated for these programs if the organization has been debarred or suspended or otherwise found to be ineligible for

participation in Federal assistance programs under Executive Order 12549, “Debarment and Suspension.” (See 45 CFR 75.212.) Grantees must include a similar term and/or condition for all sub-awards or contracts awarded under these programs. Prior to issuing subawards or contracts under this grant, the grantee must consult the ineligible parties list to ensure that organizations under funding consideration are not ineligible. The list is available on the System for Award Management website: <https://www.sam.gov>.

14. Each grantee is responsible for monitoring grant, sub-recipient and contract supported activities to assure compliance with Federal requirements and that performance goals are being achieved. Grantee monitoring must cover each program, function and activity. (See 45 CFR 75.342.)
15. Each grantee is required to advise sub-recipients of requirements imposed on them by Federal laws, regulations, and the provisions of grant agreements or contracts as well as any supplemental requirements imposed by the grantee. These include grant administrative and audit requirements (where applicable) under 45 CFR Part 75
 - Cost principles for non-profit organization and educational institution sub recipients are found at 45 CFR Part 75 Subpart E.
 - Cost principles for commercial vendor or subcontractor sub recipients are found at 48 CFR Part 31.
16. Grantees must ensure that any non-Federal sub-recipient that expends Federal funds totaling \$750,000 or more during the course of its fiscal year must arrange for a financial audit in compliance with the requirements of 45 CFR Part 75 Subpart F.

NON-FEDERAL SHARE OF PROGRAM FUNDING

17. For some mandatory grant programs, the grantee is required to provide a portion of program funding, as specified in Federal law.
 - In most instances, all of the non-Federal share of funding for these programs will be appropriated specifically for that purpose by a State legislature or provided through other grantee funding sources;
 - Third party in-kind contributions may not be used as the non-Federal share of any program expenditure, unless specifically allowed for that purpose in the Federal statute applicable to that program
 - Donated funds may be used as the non-Federal share under the following conditions:
 - a. The donor may specify the activities to be supported by the donation, but may not be a sponsor or operator of the specified activity. Any specified activity must be an allowable expense under all applicable laws, regulations and policies governing these programs;
 - b. The donor may specify the geographic area in which the specified activity is to be provided;

FINANCIAL REPORTING

17. *Periodic Reports.* Grantees are required to file periodic financial reports either quarterly, semiannually or annually for each program, in accordance with specific program requirements.
18. *Required On-Line Reporting.* All periodic financial reports for all mandatory grant programs must be submitted electronically through the ACF On Line Data Collection (OLDC) system. Grantees must not submit duplicate copies either by mail, by fax or as an email attachment of any reports submitted through OLDC. (**NOTE:** See ACF Office of Grants Management Action Transmittal, OGM-AT-13-01, issued September 25, 2013.) Beginning FY 2016, the ACF requires submitting financial reports SF-425 only, through PMS in a consolidated single reporting system. Both, the cash transaction (Lines 10 a, b and c) and the expenditures, obligations and liquidations (Lines 10 d through 10 o).

19. ***Obligation Deadline.*** Unless superseded by program-specific statute or regulations or by other ACF program-specific policies, it is Office of Grants Management policy that the deadline for obligating Federal funds for mandatory grant programs is last day of the fiscal year following the fiscal year for which the award is issued. Example: Funds for an award issued for Fiscal Year 1 must be obligated no later than the final day (September 30) of Fiscal Year 2.
20. ***Liquidation Deadline.*** Unless superseded by program-specific statute or regulations or by ACF policy, in accordance with 45 CFR 75.309(b), the deadline for liquidating Federal funds is 90 days after the end of the funding (project) period. For awards issued on an annual fiscal year basis, this deadline will be **December 30** – 90 days following the end of the fiscal year on September 30.
21. ***Report Submission Deadline.*** Unless superseded by program-specific statute or regulations or by ACF policy, in accordance with 45 CFR 75.341, the deadline for submitting the required Federal reporting form varies based on the frequency of the award. For programs with awards issued on a quarterly basis, the deadline is 30 days after the end of each quarter (i.e., by January 30, April 30, July 30 and October 30). For programs with awards issued on an annual fiscal year basis, the deadline is 90 days after the end of each fiscal year (i.e., by December 30). (See “Required On-Line Reporting” above.)

GRANT PAYMENTS

22. Payments (cash drawdowns) under these grants will be made through the Department of Health and Human Services’ Payment Management System (PMS). The State must comply with requirements imposed by the PMS on-line system. Please direct any questions concerning grant payments or audit inquiries to the payment management services office. (See “Important Addresses,” below).

IMPORTANT ADDRESSES

- Financial Office: Administration for Children and Families
Office of Grants Management
Division of Mandatory Grants
330 C Street, SW Mailstop 3127
Washington, DC 20201
Fax: (202) 401-5644
- Payment Office: U.S. Department of Health and Human Services
Payment Management Services
Payment Management System (PMS)
P.O. Box 6021
Rockville, Maryland 20852
Contact: PMS Help Desk
Phone: (877) 614-5533
Internet site: <http://www.dpm.psc.gov>

IMPORTANT NOTE: The *Office of the Inspector General* of the U.S. Department of Health and Human Services maintains the *OIG Hotline*, a system for reporting allegations of fraud, waste, abuse and mismanagement in Department of Health and Human Services’ programs. Your information will be reviewed by a professional staff member and will remain confidential; you need not provide your name. Information provided through the Internet web site is secure and

all information is safeguarded against unauthorized disclosure. Report the possible misuse of federal funds by phone or online. Please provide as much detailed information as possible in your report.

OIG Hotline

- Phone: 1-800-HHS-TIPS
- Online: oig.hhs.gov/report-fraud

Appendix A Mandatory Grant Programs – Administration for Children and Families

Administration of Children, Youth and Families

- 1. Abstinence Education (Title V of the Social Security Act)
- 2. Adoption Assistance (Title IV-E of the Social Security Act)
- 3. Adoption Incentive Payments (Title IV-E of the Social Security Act)
- 4. Chafee Education and State Vouchers (Title IV-B of the Social Security Act)
- 5. Chafee Foster Care Independence (Title IV-B of the Social Security Act)
- 6. Child Abuse and Neglect (CAPTA - Child Abuse Prevention and Treatment Act)
- 7. Children's Justice Act
- 8. Community-Based Family Resource and Support (CAPTA - Child Abuse Prevention and Treatment Act)
- 9. Family Violence Prevention and Services
- 10. Foster Care (Title IV-E of the Social Security Act)
- 11. Guardianship Assistance (Title IV-E of the Social Security Act)
- 12. Personal Responsibility Education (Title V of the Social Security Act)
- 13. Promoting Safe and Stable Families (Title IV-B of the Social Security Act)
- 14. PSSF Caseworker Visitation (Title IV-B of the Social Security Act)
- 15. State Court Improvement – Basic (Title IV-E of the Social Security Act)
- 16. State Court Improvement - Data (Title IV-E of the Social Security Act)
- 17. State Court Improvement – Training (Title IV-E of the Social Security Act)
- 18. Statewide Domestic Violence Coalition Act (FVPSA - Family Violence Prevention and Services Act)
- 19. Stephanie Tubbs Jones Child Welfare Social Services (Title IV-B of the Social Security Act)

Office of Child Care

- 20. Child Care Development Fund – Mandatory and Matching
- 21. Child Care Development Fund – Discretionary
- 22. Tribal Construction

Office of Community Service

- 23. Community Service Block Grant
- 24. Low Income Home Energy Assistance
- 25. Low Income Home Energy Assistance - Leveraging
- 26. Low Income Home Energy Assistance – Residential Energy Assist Challenge
- 27. Social Services Block Grant

Office of Child Support Enforcement

- 28. Child Support Enforcement – States (Title IV-D of the Social Security Act)
- 29. Child Support Enforcement – Tribes (Title IV-D of the Social Security Act)
- 30. State Access and Visitation (Title IV-D of the Social Security Act)

Office of Family Assistance

- | | |
|---|---|
| 31. Native Employment Works | (Title IV-A of the Social Security Act) |
| 32. Temporary Assistance for Needy Families - States | (Title IV-A of the Social Security Act) |
| 33. Temporary Assistance for Needy Families - Territories | (Title IV-A of the Social Security Act) |
| 34. Temporary Assistance for Needy Families – Tribes | (Title IV-A of the Social Security Act) |
| 35. Temporary Assistance for Needy Families - Contingency | (Title IV-A of the Social Security Act) |

Office of Refugee Resettlement

- 36. Cash and Medical Assistance
 - 37. Social Services
 - 38. Cuban / Haitian Entrants
 - 39. Services to Elderly Refugees
 - 40. Targeted Assistance
-

SAMPLE
Chabot-Las Positas Community College Distric
Title IV-E Contract
INVOICE

June 2019		FFP		75.0000%	
Invoice Summary	Actual Costs	% of total	Reimb. Rate	IV-E Reimbursement Amt.	CLPCCD provided match
<i>Direct Training Services (from supporting tab)</i>					
Total General Training	\$ 30,473.31	100%	56.25%	\$17,141.23	\$13,332.07
Total Org/Admin Training	\$0.00	0%	37.50%	\$0.00	\$0.00
Total Direct Training	\$30,473.31	100%		\$17,141.23	\$13,332.07
<i>Contract Management costs allocated</i>					
District Expenses Allocated Total	\$35,552.19	100%	37.50%	\$ 13,332.07	\$22,220.12
Total Costs	\$66,025.50			\$ 30,473.31	\$35,552.19

I hereby certify that this invoice reflects actual direct and indirect costs, as defined by 45 CFR §§235.66 and 1356.60, incurred by Chabot-Las Positas Community College District in the provision of Title IV-E training.

Authorized Signature

District Executive Director, Economic Development & Contract Education
Title

Date

SAMPLE COUNTY TITLE IV-E TRAININGS

FFR:	75.0000%
50% Reimbursement:	37.5000%
75% Reimbursement:	56.2500%

Rate	Training Date(s)	Class or Event Title	Name of Trainer or Event Participant	Site Name	Participants Affiliation					Training Hours	CD Hours	Total Hours	Total Sub Expenses	Total Direct Fee for Services** (75%)	District Expense Allocation (50%)	Total Expense to State	Reimbursement =(Bx75%+FFR)+(Cx50%xFFR)
					SPS	RF	HSA	OTH*	Total								
													A	B=A+Ax18%	C	=B+C	
75%	5/10/19	Community Resilience Model Training			0	0	0	7	7	2.0	2.0	4.0	\$ 3,000.00	\$ 3,540.00	\$ 4,130.00	\$ 7,670.00	\$ 3,540.00
75%	5/14/19	Community Resilience Model Training			0	0	0	8	8	2.0	2.0	4.0	\$ 840.00	\$ 991.20	\$ 1,156.40	\$ 2,147.60	\$ 991.20
75%	6/20/19	Triple P Peer Support Training			0	0	0	6	6	2.0	2.0	4.0	\$ 840.00	\$ 991.20	\$ 1,156.40	\$ 2,147.60	\$ 991.20
Subcontractor Subtotal:					0	0	0	21	21	6	6	12	\$ 4,680.00	\$ 5,522.40	\$ 6,442.80	\$ 11,965.20	\$ 5,522.40
75%	5/17/19	Dr. Bruce Perry Training: Truma & Adversity in Early Childhood and How We Can Help & Heal			0	0	3	0	3	0.0	0.0	0.0	\$ 774.58	\$ 914.00	\$ 1,066.33	\$ 1,980.33	\$ 914.00
75%	6/3/19	Introduction to Treatment Foster Care			0	2	0	0	2	3.0	2.5	5.5	\$ 962.50	\$ 1,135.75	\$ 1,325.04	\$ 2,460.79	\$ 1,135.75
75%	6/3/19	Professional Parenting			0	2	0	0	2	3.0	1.5	4.5	\$ 787.50	\$ 929.25	\$ 1,084.13	\$ 2,013.38	\$ 929.25
75%	6/3/19	Professional Parenting II			0	2	0	0	2	3.0	2.0	5.0	\$ 875.00	\$ 1,032.50	\$ 1,204.58	\$ 2,237.08	\$ 1,032.50
75%	6/4/19	Understanding Child Development I			0	2	0	0	2	3.0	2.5	5.5	\$ 962.50	\$ 1,135.75	\$ 1,325.04	\$ 2,460.79	\$ 1,135.75
75%	6/4/19	Understanding Child Development II			0	2	0	0	2	3.0	2.0	5.0	\$ 875.00	\$ 1,032.50	\$ 1,204.58	\$ 2,237.08	\$ 1,032.50
75%	6/10/19	Developing Healthy Relationships			0	2	0	0	2	3.0	2.5	5.5	\$ 962.50	\$ 1,135.75	\$ 1,325.04	\$ 2,460.79	\$ 1,135.75
75%	6/10/19	Helping Youth Who Have Experienced Trauma Learn in Classroom			0	1	0	0	1	2.0	3.5	5.5	\$ 962.50	\$ 1,135.75	\$ 1,325.04	\$ 2,460.79	\$ 1,135.75
75%	6/28/19	Working with Families of Complex Needs in Residential Setting			0	3	0	0	3	3.0	3.5	6.5	\$ 1,137.50	\$ 1,342.25	\$ 1,565.96	\$ 2,908.21	\$ 1,342.25
Subcontractor Subtotal:					0	16	3	0	19	23.0	20.0	43.0	\$ 8,299.58	\$ 9,793.50	\$ 11,425.75	\$ 21,219.25	\$ 9,793.50
75%	6/12/19	Communication Skills for Working with Families			0	0	1	0	1	1.0	0.0	1.0	\$ 115.00	\$ 135.70	\$ 158.32	\$ 294.02	\$ 135.70
75%	6/19-21/19	26th Annual State ICWA Conference			0	0	4	0	4	32.0	0.0	32.0	\$ 4,446.26	\$ 5,246.59	\$ 6,121.02	\$ 11,367.60	\$ 5,246.59
75%	6/10/19, 6/24/19	Building the Villiage: Safety Planning with Safety Networks			0	0	26	0	26	10.0	0.0	10.0	\$ 7,834.00	\$ 9,244.12	\$ 10,784.81	\$ 20,028.93	\$ 9,244.12
75%	6/26/19	Family Empowerment			0	0	7	0	7	3.0	0.0	3.0	\$ 450.00	\$ 531.00	\$ 619.50	\$ 1,150.50	\$ 531.00
CLPCCD/ County Subtotal					0	0	38	0	38	46.0	0.0	46.0	\$ 12,845.26	\$ 15,157.41	\$ 17,683.64	\$ 32,841.05	\$ 15,157.41
TOTALS				TOTAL ALL AGENCIES	0	16	41	21	78	75.0	26.0	101.0	\$ 25,824.84	\$ 30,473.31	\$ 35,552.19	\$ 66,025.50	\$ 30,473.31

Participant Affiliation Key	
SPS-	Service Provider (all eligible agency staff)
RF-	All resource families (Foster parents, kin, adoptive parents, etc)
HHSA-	All County agency staff

* If participants did not mark their affiliation they are include as "other"
** Includes CLPCCD direct costs