

ALCOLINK Master Contract No.: 900035	Board of Supervisors Approval Date: 4/26/2022
Supplier ID: 27284	Agenda Item No.:

Department Name: Children and Family Services

**CBO MASTER CONTRACT ANNUAL RENEWAL AMENDMENT
FOR FISCAL YEAR (FY) 2023 FOR EXHIBITS A & B**

Reference is made to that Master Contract No. 900035 (“Master Contract”) made and entered into by and between Chabot-Las Positas Community College District (“Contractor”), and the COUNTY OF ALAMEDA, a body corporate and politic of the State of California (“County”).

The Master Contract is hereby amended by adding the following described exhibits, all of which are attached and incorporated into the Master Contract by this reference:

- 1. Exhibit A FY 2023, Program Description and Performance Requirements:**
This contract will provide Title IV-E Training during the period of July 1, 2022 through June 30, 2023. Exhibit A FY 2023 entered into between the Social Services Agency of the County of Alameda and Contractor for the Master Contract referenced above, replaces and supersedes any and all previous Exhibit As entered into between the Social Services Agency of the County of Alameda and Contractor for this Master Contract.
- 2. Exhibit B FY 2023, Terms of Payment:** The amount payable under this Annual Renewal Amendment shall not exceed \$6,000,000 Exhibit B FY 2023 entered into between the Social Services Agency of the County of Alameda and Contractor for the Master Contract referenced above, replaces and supersedes any and all previous Exhibit Bs entered into between the Social Services Agency of the County of Alameda and Contractor for this Master Contract.
- 3. Exhibit C, Insurance Requirements**
- 4. Exhibit D, Audit Requirements**
- 5. Exhibit F, Debarment and Suspension Certification**
- 6.** The following **Exhibits** are also attached to and incorporated into the Master Contract by this reference:
Exhibit E: HIPAA Business Associate Agreement (intentionally omitted)
Exhibit G: The Iran Contracting Act (ICA) of 2010
Exhibit H: Additional Contract Provisions Federal Provisions

Except as herein amended, the Master Contract is continued in full force and effect.

COUNTY OF ALAMEDA

CONTRACTOR

By: _____

By: _____

Andrea Ford
Print or Type Name

Jonah Nicholas
Print or Type name

Title: Interim Director, Social Services Agency

Title: Vice Chancellor

Date: _____

Date: _____

EXHIBIT A
PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS

Contracting Department	Children and Family Services
Contractor Name	Chabot-Las Positas Community College District
Services	Title IV-E Training

I. Program Name

Title IV-E Training

II. Contracted Services

Chabot-Las Positas Community College District, hereafter referred to as “Contractor” shall design and convene a series of training courses and other training resources for staff and providers serving Alameda County’s federally IV-E eligible children.

Contractor shall collaborate with subcontracting agencies and Alameda County Social Services Agency (SSA) to coordinate training schedules, locations and other allowable activities.

III. Program Description

Contractor shall provide trainings in two distinct categories:

A. Child Welfare Worker Trainings

Contractor shall offer trainings that fulfill the requirements for Title IV-E federally funded training programs. SSA staff training courses shall address the training needs outlined by the child welfare supervisory staff. Training topics, scheduling, and delivery will be coordinated between SSA staff and Contractor. SSA staff and Contractor will work together to establish the audiences for the trainings, as well as selecting which trainings and which instructors can best address the needs identified by SSA.

B. Short-Term Residential Treatment Programs, Resource Family Agency Staff and Resource Parent Trainings

Contractor shall subcontract with the following community-based organizations to provide training courses and other training resources for staff and providers serving Alameda County’s federally IV-E eligible children:

1. Seneca Family of Agencies
2. Fred Finch Youth Center
3. Lincoln

4. A Better Way
5. Alternative Family Services
6. Family Paths
7. WestCoast Children's Clinic
8. Children's Hospital & Research Center at Oakland d/b/a UCSF Benioff Children's Hospital Oakland
9. First Place for Youth
10. East Bay Agency for Children
11. Side by Side
12. Catholic Charities

Trainings and technical assistance shall be offered to Short-Term Residential Treatment Program (STRTP) and Resource family agency staff in a coordinated and (as needed) sequential manner. This structure shall allow trainees to build on and enhance their professional competencies, ranging from a foundational knowledge of direct care to sophisticated skills for intervening with children and families in crisis, to the design of innovative services that meet the needs of even the most challenging clients while providing the least restrictive and most family-like setting possible.

IV. Scheduling

Alameda County's Children and Family Services (CFS) Department Program Division Director and the Chabot-Las Positas Community College District Executive Director of Economic Development and Contract Education shall collaborate and mutually agree on the types and amounts of trainings to be offered.

V. Evaluation and Post-Testing Requirements

Following all trainings, participants will be requested to fill out a course evaluation to assist the program coordinators with assessing the effectiveness of the instructor, content, and training experience. Changes shall be made to those courses shown to be not delivering a quality, engaging educational experience.

SSA reserves the right to review and approve the content of post-test material for appropriate level of difficulty.

VI. Service Delivery Sites

Most training shall be offered at subcontractors' training centers located throughout Alameda County. Trainings for smaller, individual agencies may be delivered at the provider's site. Other venues may be used as necessary to accommodate larger audiences or special needs. Offsite events that qualify under Title IV-E regulations may also be funded under this contract.

VII. Reporting and Requirements

A. Contractor shall submit a quarterly Invoice/Statement of Costs as described in Exhibit B: due dates are October 16, 2021, January 16, 2022, April 16, 2022 and July 16, 2022.

B. Invoices/Statements of Costs Supporting Documentation

Each subcontractor shall submit a monthly calendar which includes:

1. Dates and length of each training; and
2. List of participating agencies for the month.

Supporting documentation shall be submitted electronically via e-mail, disk or USB flash drive.

C. Contractor shall submit an Annual Report (due by September 30, 2022) that includes:

1. Overview of program
2. Status of previous year's recommendations
3. Forward-looking discussion of how to improve or build upon successes
4. Training topics delivered
5. Total number of training hours delivered
6. Total reimbursement amount
7. Breakdown of types of participants in training for the year

D. Contractor shall maintain accurate files and records for General Training, Organizational Training, Fee for Service, and Conferences. These documents shall be maintained in a readily accessible location for a period of no fewer than five years after final payment under this Agreement. Upon request, Contractor shall make available to the Alameda County Social Services Agency staff and other authorized representatives, all of the files, records, documents, and other required data for monitoring and auditing purposes.

VIII. Contract Requirements

A. Marketing

Contractor shall attempt to make trainings available to as many providers who serve foster children as possible.

SSA, Children's Hospital & Research Center at Oakland, and other subcontractors shall be responsible for marketing classes and workshops to staff members and other providers.

Contractor shall maintain a master calendar of all trainings underwritten by this contract that are open to the public and available online at www.fostercaretraining.org.

B. Contract Monitoring

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

C. Certification/Licensure

Contractor shall ensure that the instructor for any class offered for college credit meets the minimum qualifications as required by California Education Code.

Contractor and subcontractors shall maintain and keep current all licenses granted through the State Department of Social Services and the accreditation granted through the California Alliance of Services to Children and Families.

IX. Entirety of Agreement

Contractor shall abide by all provisions of the CBO Master Contract General Terms and Conditions, all Exhibits, and all Attachments that are associated with and included in this contract.

X. Contractor Responsibilities

A. Client Grievance Policy

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

B. 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.

C. Confidentiality–Contract Provisions

Contractor agrees to abide by and implement as necessary the provisions as detailed in Attachment C. Consent forms shall be signed by all participants as part of the intake process; and witnessed by a program staff person. No records, written or verbal shall be released without signed release form.

Attachment A

CLIENT GRIEVANCE POLICY

WHAT TO DO IF YOU HAVE A GRIEVANCE

If you have a complaint about the performance of (_____)
INSERT NAME OF CONTRACTOR
staff, and/or you feel you have been treated unfairly, the following are the steps you should take to have your complaint heard:

1. Talk privately to the person with whom you have the problem. We encourage you to try first to work out the problem in an open and informal way.
2. If you do not feel comfortable talking with the person with whom you have the problem, or you do talk with them and are not satisfied with the outcome, you may make an appointment to speak with or submit a written complaint (which may be in your own language) to

(_____)'s Executive Director or designee.
INSERT NAME OF CONTRACTOR

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
Contracts Office
2000 San Pablo Ave., 4th Floor
Oakland, CA 94612
Email: ContractsCustomer@acgov.org

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. I understand that by signing below, I hereby

authorize (_____) to release all my information
INSERT NAME OF THE CONTRACTOR
pertaining to my grievance to the Alameda County Social Services Agency.

Client's Name (printed)

Client's Signature

Date

(Revised 9/6/19)

POLITICA PARA QUEJAS DE CLIENTES

QUÉ HACER SI USTED TIENE UNA QUEJA

Si tiene una queja acerca del desempeño del personal de (_____)
**INSERTAR NOMBRE DEL
CONTRATISTA**

o siente que se le ha tratado injustamente, tendrá que seguir los siguientes pasos para que su queja sea escuchada:

1. Hable en privado con la persona con quien tiene el problema. Le recomendamos que trate de solucionar el problema de una manera abierta e informal.
2. Si no se siente cómodo hablando con la persona con quien tiene el problema, o habla con esa persona y no está satisfecho/a con los resultados, puede hacer una cita para hablar con el director ejecutivo de (_____) o su representante, o
INSERTAR NOMBRE DEL CONTRATISTA
enviarle la queja por escrito (la cual puede ser en su propio idioma). Si tiene una buena razón para utilizar otro medio de comunicar su queja, como una cinta de grabación, lo podrá hacer. El director ejecutivo o el representante se reunirá con usted o le proveerá una respuesta por escrito a su queja en el plazo de diez (10) días hábiles a partir de su cita o de haber recibido su queja por escrito.
3. O, si usted prefiere, puede evitar los pasos previos y contactar, inmediatamente, al siguiente organismo de financiación:

**Agencia de Servicios Sociales del Condado de Alameda
Contracts Office
2000 San Pablo Ave., 4th Floor
Oakland, CA 94612
Correo electrónico: ContractsCustomer@acgov.org**

Certifico que la información en este documento fue explicada para mi entera satisfacción y en mi propio idioma, y que se me dio una copia de este formulario. Comprendo que al firmar abajo autorizo a (_____) a que divulgue a la Agencia de Servicios

INSERTAR NOMBRE DEL CONTRATISTA
Sociales del Condado de Alameda toda mi información en relación con mi queja.

Nombre del cliente (en letra de imprenta)

Firma del cliente

Fecha

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 cannot 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-hours-a-day, 365-days-a-year telephone language interpretation service in over 100+ languages—to supplement on-site language access services.

(Revised: 8/31/18)

CONFIDENTIALITY–CONTRACT PROVISIONS

Confidentiality: Contractor agrees to maintain the confidentiality of any information which may be obtained with this work. Contractor shall comply with whatever special requirements in this regard as are described or referred herein as in Exhibit A(s) to this Agreement. Confidential information is defined as all information disclosed to Contractor which relates to County's past, present and future activities, as well as activities under this Agreement. Contractor will hold all such information in trust and confidence. Upon cancellation or expiration of this Agreement, Contractor will return to County all written or descriptive matter which contains any such confidential information. County shall respect the confidentiality of information furnished by Contractor to County as specified in Exhibit A(s) or as otherwise provided by law.

Pursuant to contract provisions to protect confidential client data file records against any and all unauthorized practices as stated heretofore, the Contractor will:

1. Assume responsibility for all personnel having access to the client list in regard to the confidential nature of client information. Safeguard measures are required to protect civil and criminal sanctions for non-compliance as contained in applicable statutes.
2. Restrict access to client information to those authorized employees and officials who require access in the performance of their delivery of services under this contract.
3. Work with the information under the control of authorized personnel in a manner to protect the confidentiality of client data file records and in such a manner to protect against unauthorized retrieval by computer, remote terminals, or any unauthorized means.
4. Use SSA confidential client information provided to contractor for the purposes covered under the terms of this agreement. Any and all disclosure of client data file records, transactions or transmissions will be made only with prior written consent and authorization from the SSA.
5. Return to SSA any and all client confidential information contained in hard copy or computer files/disc generated by this agreement as required for confidential destruction. All such files are the legal sole property of the SSA.
6. Ensure project compliance with written corrective action plans as may be mandated by the County.

EXHIBIT B - TERMS OF PAYMENT

Contracting Department	Children & Family Services (CFS)
Contractor Name	Chabot-Las Positas Community College District
Type of Services	Title IV-E Training Program

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 by:

- A.** Invoice/Statement of Costs–Exhibit B-1
- B.** Agency Composite Budget–Exhibit B-2

II. Subcontracts

Contractor shall develop subcontracts with the following community-based organizations (CBO):

1. Seneca Family of Agencies
2. Fred Finch Youth Center
3. Lincoln
4. A Better Way
5. Alternative Family Services
6. Family Paths
7. WestCoast Children's Clinic
8. Children’s Hospital & Research Center at Oakland d/b/a UCSF Benioff Children’s Hospital Oakland
9. First Place for Youth
10. East Bay Agency for Children
11. Side by Side
12. Catholic Charities

Other subcontracts may be developed to deliver trainings, if appropriate.

III. Terms and Conditions of Payment

A. Contract Amount/Maximum

Contractor shall serve as a vendor to Alameda County Social Services Agency (SSA) to deliver the training services described in Exhibit A. The maximum amount in payments for services to Contractor is \$6,000,000 and approximately \$6,984,090 in match provided by Contractor. The total amount expected to be claimed on the county expense claim for FY 2022-2023 services

for this contract is \$12,984,090, which shall depend on the federal financial ratio (FFR) at the time of payment.

B. Federal Reimbursement

There are two classes of cost for purposes of this contract: General Training and Organizational Training. General trainings shall increase the ability of service providers to support and assist foster and adoptive children; and assist managers and supervisors who manage childcare workers and shall increase the general skill level of employees. Organizational trainings shall also provide employees work-related tools to enhance their work performance.

Costs of each type shall be discounted by the federal financial ratio (FFR). The quarterly FFR is dependent upon CFS' case counts of federally eligible foster children. Last fiscal year the FFR ranged from 60.96% to 62.27% with an average of FFR of 61.73% for the past FY. Payment will be based on the quarterly FFR for time period of the submitted invoice.

The federal share of General Training is expected to be roughly 46.21 percent, which is computed by multiplying the average discount rate, 61.6139 percent by the federal sharing ratio for this class of cost, 75 percent.

Contractor's direct support costs (contract management unit costs) shall be paid at General versus Organizational Training reimbursement rates based on the distribution of General and Organizational Trainings provided for the same time period. Agency overhead allocable to the program is reimbursable at 75 percent FFP. In accordance with the Child Welfare Policy Manual, Section 474(a)(3)(A) of the Social Security Act (the Act) provides that States and Tribes with plans approved under title IV-E shall be entitled to Federal matching funds for the proper and efficient administration of the plan in the following proportions of total amounts expended: 75 percent for the training (including both short-term training and long-term training at educational institutions, through grants to the institutions or by direct financial assistance to students enrolled in such institutions) of personnel employed or preparing for employment by the title IV-E agency or by the local agency administering the title IV-E plan."

C. Responsibility to Monitor Expenditure Levels

Maximum payment for services rendered by vendor (Chabot-Las Positas Community College District) under this contract shall not exceed the amount of \$6,000,000 for the term of this agreement. It is the obligation of the Contractor to monitor all expenditures and take appropriate corrective preventive measures including the timely notification of Alameda County SSA if termination of services becomes the necessary measure to prevent the over-expenditure of contract funds. Prior approval from the Division Director or an authorized designee and Contractor's signatory or an authorized designee shall be required to alter or change the terms and conditions of this agreement.

D. Budget Revision Procedures

Contractor shall be reimbursed in accordance with the contract Invoice Statement of Costs 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 submitting invoices for payment to the County.

Contractor must submit a formal written (via e-mail) request to the SSA Contracts department for any contract budget adjustment with justification for requested expenditure revisions inclusive of specific impacts to current services being delivered. The request will be forwarded to the SSA Program department for approval.

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

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 Program department and/or for claimed services that contract program monitoring findings indicate have not been provided.

IV. Invoicing Procedures

Social Services Agency (SSA) Finance Department has established a centralized Payments Unit. *Please send all invoices and all payment questions to SSAInvoices@acgov.org.*

This unit will be your point of contact for all payment and invoicing matters. If you need additional assistance, please contact Beverly Warren, Financial Services Officer, at brwarren@acgov.org.

Invoices must contain the following elements:

1. Must be on company letterhead that includes name, address, and contact information.
2. For Community Based Organizations, must be signed by the head of the organization, i.e., Executive Director, CEO, etc.
3. Document must contain the title *Invoice*.
4. The date of the invoice.
5. A description of services.
6. The date range for services provided.
7. If needed, itemization of any sales tax and delivery/postage charges.
8. The Purchase Order (PO) number provided by the County.
9. The total amount owed.
10. Remittance instructions/address.
11. A *cc* indication at the bottom of the invoice with names of people who received courtesy copies.
12. The CEO or Executive Director must be included in the *cc*.
13. All data as required by your contract.

V. Funding and Reporting Requirements

- A. Contractor shall submit reports with the information listed in Exhibit A, Section VII. Reporting and Evaluation Requirements. Failure to submit required reports can delay the processing of invoices for reimbursement.
- B. The amount shown on the CBO Master Contract Exhibit A&B Coversheet is based on the estimated amount at the time the contract was executed. This does not affect the total contract amount that was awarded to your agency. The actual federal expenditure amount, if any, will be available to contractors by October of the following fiscal year and Contractor shall contact SSA Contract Liaison to receive this information.

VI. Termination Provisions

A. 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).

B. 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.

C. 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
Invoice/Statement of Costs**

Chabot-Las Positas Community College District (CLPCCD)				
Exhibit B-1				
Month, year of trainings	1 Invoice Costs	2 Reimbursement % Rate	3 IV-E Reimbursement Expense	4 CLPCCD provided match
Direct Training Services				
A. Total General Training	Cost for fixed unit courses	County FFR rate multiplied by 75% federal sharing ratio	Total amount of General Training Costs that are IV-E reimbursable (A1xA2)	Total amount of General Training Costs that are not reimbursable, counted as match (A1-A3)
B. Fee for Services Training	Cost for Fee for Service training courses and activities	County FFR rate multiplied by 75% federal sharing ratio	Total amount of Fee For Service training costs that are IV-E reimbursable (B1xB2)	Total amount of Fee for Service Training Costs that are not reimbursable, counted as match (B1-B3)
C. Subtotal Direct Training	Total amount of direct training costs (A1+B1)	County FFR rate multiplied by 75% federal sharing ratio	Total amount of direct training costs that are IV-E reimbursable (A3xA3)	Total amount of direct training costs that are not reimbursed, counted as match (A4+B4)
Contract Management				
D. Indirect Costs	Indirect Contract Costs	County FFR rate multiplied by 75% federal sharing ratio	Total amount of indirect costs that are IV-E reimbursable (D1xD2)	Total amount of Indirect costs that are not reimbursable, count as match (D1-D3)
Total				
E. Total Costs	Total cost of training for this month (to be billed to State) (C1+D1)		Total amount of training costs that are IV-reimbursable (C3+D3)	Total amount of training costs that are not reimbursed, count as match (C4+D4)

Exhibit B-2
Agency Composite Budget
FY22-23

Major Revenue Assumptions

The District's State Revenues, which are distributed per the Budget Allocation Model (BAM), are based on the following assumptions:

State General Apportionment Revenue: 2021 – 22	
➤ SCFF apportionment – Hold Harmless	\$105,949,527
➤ Basic allocation apportionment	8,807,767
Subtotal	114,757,294
Other Major State Revenue Sources	
➤ Mandated Cost Block Grant	467,445
➤ Lottery Revenue	2,352,150
➤ Part Time Faculty Allocation	363,726
Total State Revenues allocated through BAM	<u>\$117,940,615</u>
Other Major Local (College) Revenue Sources	
➤ Non-resident tuition	2,434,490
TOTAL	<u>\$2,434,490</u>

Major Expenditure Assumptions

The expenditures are based on serving 16,489 FTES with the necessary faculty and support staff. In addition, the budget accounts for anticipated inflationary increases and changes in expenses such as health and welfare insurance, property and liability insurance, and utilities.

<u>Salaries and Benefits</u>	<u>Rate for FY21-22 (as % of salary)</u>	<u>Rate for FY20-21 (as % of salary)</u>	<u>Change from 20-21</u>
Cost of Living Adjustment (COLA)	1.50%	0.00%	1.50%
State Teachers Retirement System	15.92%	16.15%	-0.23%
Public Employees Retirement System	23.00%	20.70%	2.30%
OASHDI (Social Security)	6.20%	6.20%	0.00%
Medicare	1.45%	1.45%	0.00%
Long-Term Disability Insurance	0.21%	0.21%	0.00%
State Unemployment Insurance	0.05%	0.05%	0.00%
Workers Compensation	1.401%	1.401%	0.00%
STRS Cash Balance Plan (Hourly Academic)	4.00%	4.00%	0.00%
Alternate Retirement System (Hourly Non-Academic)	3.75%	3.75%	0.00%

- Step/column and longevity increases are included in the compensation expenditures.
 - COLA is estimated at 1.50% for revenue budgeted as one time. Salary budget includes a 2% increase consistent with the negotiated salary schedule increase for 2021-22.
- Health and Welfare benefits (medical, dental, life insurance, vision) are budgeted at an actual cost per employee. Employee contributions to medical premiums are included. For Tentative Budget, the rates used are the 2021-22 rates.
- Retiree Health Benefits budget of \$7,742,506, a decrease of 1.34% from prior year.
- Districtwide Contractual and Regulatory Expenses (Step 3A Expenses-Refer to Exhibits)
- Property & Liability Insurance budget of \$646,840, is equal to a 4.96% increase from prior year.

- Utilities budget (electricity, natural gas, water, and disposal services) of \$2,913,000, is equal to a 7.17% decrease from prior year.

Prior years and projection for CalPERS and CalSTRS employer rates:

Fiscal Year	CalPERS	CalSTRS
2014-15	11.771%	8.88%
2015-16	11.847%	10.73%
2016-17	13.888%	12.58%
2017-18	15.531%	14.43%
2018-19	18.062%	16.28%
2019-20	19.721%	17.10%
2020-21	20.70%	16.15%
2021-22	23.00%	15.92%
2022-23	26.30%	18.00%
2023-24	27.30%	18.00%
2024-25	27.80%	18.00%

Source: School Services of California

General Fund

The General Fund is the primary operating fund of the district. It is used to account for those transactions that, in general, cover the full scope of operations of the district (instruction, administration, student services, maintenance and operations, etc.). All financial resources, and transactions except those required to be accounted for in another fund, shall be accounted for in the General Fund.

Examples of activities that should **not** be accounted for in the General Fund include non-instructional expenditures of the district's child development program, cafeteria, bookstore, or farm operations, which are accounted for within the Special Revenue or Enterprise Funds as determined by the district governing board. Similarly, resources used for major capital outlay projects, including Scheduled Maintenance and Special Repairs (SMSR), are accounted for in a Capital Projects Fund; and the accumulation of resources for the repayment of long term debt will be accounted for in a Debt Service Fund.

General purpose revenues received from the State may not be used to subsidize Community Service (*EC §78300*) or Contract Education (*EC §78021*) programs. Such programs must recover the actual costs, including administrative costs, of providing the programs from public or private contracts, contributions, donations, or user fees.

For purposes of flexibility, the district may establish any number of subfunds or accounts to constitute its General Fund; however, for financial reporting, these must be consolidated into either the Unrestricted Subfund (11) or Restricted Subfund (12).

Division of the General Fund into two subfunds reflects the need to differentiate truly discretionary revenue from restricted revenue, while preserving a complete accounting of the financial operation and support of educational programs. Accordingly, restricted revenues (such as those for categorically-funded programs) are accounted separately from other general purpose moneys, but classified as a component of the total fund that provides instructional and support services.

General Fund Subfunds

The Unrestricted Subfund is used to account for resources available for the general purposes of district operations and support of its educational program. The unrestricted subfund includes co-curricular funds.

The Restricted Subfund is used to account for resources available for the operation and support of the educational programs that are specifically restricted by laws, regulations, donors, or other outside agencies as to their expenditure.

CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT ADOPTED BUDGET
2022-23

General Fund District Total	2020-21 <u>Adopted Budget</u>	2020-21 <u>Unaudited Actuals</u>	2021-22 <u>Adopted Budget</u>
Revenue			
State Revenue	\$ 8,718,279	\$ 8,718,279	\$ 9,160,295
SCFF Revenue from Rollback FTES			
Apportionment & Revenue Split via Model	111,397,204	108,659,454	119,020,193
Other State Revenue	24,564,745	22,786,609	23,614,225
Local Revenue	8,477,148	6,366,151	7,531,317
Federal Revenue	<u>10,693,307</u>	<u>18,100,883</u>	<u>22,474,681</u>
Total Revenue	163,850,683	164,631,376	181,800,711
Transfers In			
Sabbatical Leave	562,347	567,392	728,467
Other	<u>4,962,094</u>	<u>6,108,124</u>	<u>8,419,792</u>
Total Transfers In	<u>5,524,441</u>	<u>6,675,516</u>	<u>9,148,259</u>
Total Revenue and Transfers In	\$169,375,124	\$ 171,306,891	\$190,948,970
Expenditures			
Academic Salaries	\$ 59,256,147	\$ 61,525,823	\$ 61,955,824
Classified Salaries	34,553,269	33,409,667	36,797,398
Benefits	34,252,700	35,659,741	36,652,653
RUMBL Benefits	-	-	-
Supplies	2,766,000	2,044,789	2,600,181
Services	21,410,249	13,180,167	25,026,995
Capital Outlay	1,322,688	2,704,592	1,003,766
Other Outgo/Payment to Students	<u>781,490</u>	<u>2,896,552</u>	<u>1,761,358</u>
Total Expenditures	154,342,543	151,421,331	165,798,174
Transfers Out			
Sabbatical Leave	338,312	338,312	328,181
Other	<u>14,396,990</u>	<u>12,262,293</u>	<u>18,316,879</u>
Total Transfers Out	<u>14,735,302</u>	<u>12,600,605</u>	<u>18,645,060</u>
Total Expenditures and Transfers Out	\$ 169,077,845	\$ 164,021,936	\$ 184,443,234
Increase/(Decrease) in Fund Balance	\$ 297,279	\$ 7,284,955	\$ 6,505,736
Beginning Balance	\$ 18,974,230	\$ 20,187,531	\$ 27,472,486
Ending Balance	\$ 19,271,509	\$ 27,472,486	\$ 33,978,222

General Fund	2020-21	2020-21	2021-22
District Total - Unrestricted	<u>Adopted Budget</u>	<u>Unaudited Actuals</u>	<u>Adopted Budget</u>
Revenue			
State Revenue			
SCFF Revenue from Rollback FTES	\$ 8,718,279	\$ 8,718,279	\$ 9,160,295
Apportionment & Revenue Split via Model	111,397,204	108,659,454	119,020,193
Other State Revenue	290,396	-	-
Local Revenue	<u>5,442,235</u>	<u>3,781,821</u>	<u>5,175,351</u>
Total Revenue	125,848,114	121,628,553	133,622,839
Transfers In			
Sabbatical Leave	562,347	567,392	728,467
Other	<u>4,367,649</u>	<u>5,778,339</u>	<u>8,419,792</u>
Total Transfers In	<u>4,929,996</u>	<u>6,345,731</u>	<u>9,148,259</u>
Total Revenue and Transfers In	\$ 130,778,110	\$ 127,974,284	\$ 142,771,098
Expenditures			
Academic Salaries	\$ 54,333,649	\$ 56,301,846	\$ 57,334,317
Classified Salaries	25,370,651	22,541,617	25,456,110
Benefits	28,860,316	29,342,573	29,544,302
RUMBL Benefits	-	-	-
Supplies	1,299,669	890,924	1,353,329
Services	9,852,347	8,006,540	9,551,706
Capital Outlay	218,303	56,864	154,302
Other Outgo/Payment to Students	<u>18,950</u>	<u>26,707</u>	<u>5,000</u>
Total Expenditures	119,953,885	117,167,072	123,399,065
Transfers Out			
Sabbatical Leave	338,312	338,312	328,181
Other	<u>10,140,033</u>	<u>8,467,138</u>	<u>12,538,116</u>
Total Transfers Out	<u>10,478,345</u>	<u>8,805,450</u>	<u>12,866,297</u>
Total Expenditures and Transfers Out	<u>\$ 130,432,230</u>	<u>\$ 125,972,522</u>	<u>\$ 136,265,362</u>
Increase/(Decrease) in Fund Balance	\$ 345,880	\$ 2,001,763	\$ 6,505,736
Beginning Balance	<u>\$ 16,909,532</u>	<u>\$ 16,948,709</u>	<u>\$ 18,950,472</u>
Ending Balance	<u>\$ 17,255,412</u>	<u>\$ 18,950,472</u>	<u>\$ 25,456,207</u>
Reserve percentage	14.39%	16.17%	20.63%
Recap beginning balances:			
Unrestricted excluding co-curricular	\$ 15,796,272	\$ 15,920,581	\$ 17,922,345
Co-curricular funds	<u>\$ 1,113,260</u>	<u>\$ 1,028,128</u>	<u>\$ 1,028,127</u>
Beginning fund balances	\$ 16,909,532	\$ 16,948,709	\$ 18,950,472

Note: Numbers subject to rounding.

General Fund	2020-21	2020-21	2021-22
District Total - Restricted	<u>Adopted Budget</u>	<u>Unaudited Actuals</u>	<u>Adopted Budget</u>
Revenue			
State Revenue	\$ 24,274,349	\$ 22,786,609	\$ 23,614,225
Other State Revenue			
Local Revenue	3,034,913	2,584,331	2,355,966
Federal Revenue	<u>10,693,307</u>	<u>17,631,883</u>	<u>22,207,681</u>
Total Revenue	38,002,569	43,002,822	48,177,872
Transfers In			
Other	<u>594,445</u>	<u>329,785</u>	<u>-</u>
Total Transfers In	<u>594,445</u>	<u>329,785</u>	<u>-</u>
Total Revenue and Transfers In	\$ 38,597,014	\$ 43,332,607	\$ 48,177,872
Expenditures			
Academic Salaries	\$ 4,922,498	\$ 5,223,977	\$ 4,621,507
Classified Salaries	9,182,618	10,868,050	11,341,288
Benefits	5,392,384	6,317,168	7,108,351
Supplies	1,466,331	1,153,865	1,246,852
Services	11,557,902	5,173,627	15,475,289
Capital Outlay	1,104,385	2,647,728	849,464
Other Outgo/Payment to Students	<u>762,540</u>	<u>2,869,845</u>	<u>1,756,358</u>
Total Expenditures	34,388,658	34,254,259	42,399,109
Transfers Out			
Other	<u>4,256,957</u>	<u>3,795,155</u>	<u>5,778,763</u>
Total Transfers Out	<u>4,256,957</u>	<u>3,795,155</u>	<u>5,778,763</u>
Total Expenditures & Transfers Out	\$ 38,645,615	\$ 38,049,414	\$ 48,177,872
Increase/(Decrease) in Fund Balance	\$ (48,601)	\$ 5,283,193	\$ 0
Beginning Balance	\$ 2,064,698	\$ 3,238,822	\$ 8,522,014
Ending Balance	<u>\$ 2,016,097</u>	<u>\$ 8,522,014</u>	<u>\$ 8,522,015</u>

Note: Numbers subject to rounding.

Economic Development and Contract Education	2020-21 Adopted Budget Budget	2020-21 Unaudited Actuals	2021-22 Adopted
Revenue			
State Revenue			
Other State Revenue	\$ 84,284,049	\$ 61,889,971	\$ 1,865,592
Local Revenue	28,380,328	12,178,262	19,846,695
Interest	-	200,423	50,000
Federal Revenues	<u>227,109</u>	<u>489,962</u>	<u>226,065</u>
Total Revenue	112,891,486	74,758,619	21,988,352
Transfers In			
Other	<u>3,145,480</u>	<u>1,299,610</u>	<u>460,000</u>
Total Transfers In	<u>3,145,480</u>	<u>1,299,610</u>	<u>460,000</u>
Total Revenue and Transfers In	\$ 116,036,966	\$ 76,058,229	\$ 22,448,352
Expenditures			
Academic Salaries	\$ -	\$ 382	\$ -
Classified Salaries	2,082,691	1,638,385	2,102,928
Benefits	1,180,535	910,735	1,203,237
Supplies	203,700	2,298,607	193,502
Services	107,251,260	65,632,830	18,589,716
Capital Outlay	3,050,000	3,477,218	-
Other Outgo/Payment to Students	<u>-</u>	<u>-</u>	<u>-</u>
Total Expenditures	113,768,186	73,958,158	22,089,382
Transfers Out			
Other	<u>4,401,821</u>	<u>1,540,894</u>	<u>265,377</u>
Total Transfers Out	<u>4,401,821</u>	<u>1,540,894</u>	<u>265,377</u>
Total Expenditures and Transfers Out	\$ <u>118,170,007</u>	\$ <u>75,499,052</u>	\$ <u>22,354,759</u>
Increase/(Decrease) in Fund Balance	\$ (2,133,041)	\$ 559,177	\$ 93,593
Beginning Balance	\$ 2,566,418	\$ -	\$ 559,177
Ending Balance	\$ <u>433,377</u>	\$ <u>559,177</u>	\$ <u>652,770</u>

Note: Numbers subject to rounding.

EXHIBIT C
COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

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

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

Certificate C-2
Form 2001-1

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

HIPAA BUSINESS ASSOCIATE AGREEMENT

INTENTIONALLY OMITTED

EXHIBIT F

**COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION**

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named or 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 Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.

NAME: Chabot-Las Positas Community College District

PRINCIPAL Jonah Nicholas TITLE: Vice Chancellor

SIGNATURE: _____ DATE: _____

EXHIBIT G

**COUNTY OF ALAMEDA
THE IRAN CONTRACTING ACT (ICA) OF 2010
For Procurements of \$1,000,000 or more**

The California Legislature adopted the Iran Contracting Act (ICA) to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The ICA prohibits persons engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A person who “engages in investment activities in Iran” is defined in either of two ways:

1. The person provides goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. The person is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2201(b) as a person engaging in the investment activities described in paragraph 1 above.

By signing below, I hereby certify that as of the time of bidding or proposing for a new contract or renewal of an existing contract, neither I nor the company I own or work for are identified on the DGS list of ineligible persons and neither I nor the company I own or work for are engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

If either I or the company I own or work for are ineligible to bid or submit a proposal or to renew a contract, but I believe I or it qualifies for an exception listed in PCC § 2202(c), I have described in detail the nature of the exception: _____

NAME: Chabot-Las Positas Community College District

PRINCIPAL Jonah Nicholas TITLE: Vice Chancellor

SIGNATURE: _____ DATE: _____

EXHIBIT - H
ADDITIONAL CONTRACT PROVISIONS
FEDERAL PROVISIONS

Funds used for payment of this Contract may be from or subject to reimbursement by state and/or federal funds. Some of these funding sources require additional contractual obligations and County and Contractor hereby agree to the following additional terms and conditions. The parties agree to each of these terms for reasons including, but not limited to, meeting all contracting requirements as set forth in 2 C.R.F. § 200.326 and 2 C.F.R. Part 200, Appendix II. These terms supplement the General Terms and Conditions.

I. General Provisions

(A) **Remedies.** In the event of a breach by Contractor of any term or provision of this Agreement, the County shall have the right to pursue all available remedies at law or equity, including recovery of damages and specific performance of this Agreement. The parties hereto agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by Contractor of any of the provisions of this Agreement and hereby further agrees that, in the event of any action for specific performance in respect of such breach, Contractor shall waive the defense that a remedy at law would be adequate. Except as expressly provided elsewhere in this Agreement, each party's rights and remedies under this Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.

(B) **Termination.** The County may suspend, terminate, or abandon the execution of any work by the Contractor under this Contract with or without cause at any time upon giving the Contractor prior written notice. In the event that the County should abandon, terminate, or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination, or abandonment, but in no event shall Contractor be entitled to more than the not to exceed amount of the Contract, or if applicable, the portion of the Contract being terminated.

(C) **Equal Employment Opportunity.** During the performance of this contract, Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers' representatives of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor

issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the County may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the Contractor so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Contractor and refer the case to the Department of Justice for appropriate legal proceedings.

These provisions are included in addition to the Equal Employment Opportunity Practices Provisions in the General Terms and Conditions and Contractor shall abide by both provisions.

(D) Rights to Inventions Made Under a Contract or Agreement. If this Contract is funded in whole or part by a Federal award of funds and the Contract and/or funding meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the Contractor (the "recipient or subrecipient") wishes to enter into a contract with a small business firm or nonprofit

organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. This requirement applies to “funding agreements,” but it does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”

(E) Clean Air Act and the Federal Water Pollution Control Act. The following provisions apply for all contracts in excess of \$150,000:

(1) Clean Air Act (42 U.S.C. 7401–7671q).

- a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The Contractor agrees to report each violation of the Clean Air Act to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

(2) Federal Water Pollution Control Act (33 U.S.C. 1251–1387).

- a. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. The Contractor agrees to report each violation of the Federal Water Pollution Control Act to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

(F) Debarment and Suspension. In addition to the debarment and suspension requirements in the General Terms and Conditions and executed Debarment certificate, the following terms shall apply:

(1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.

(3) This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of the Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered contracts.

(G) Conflict of Interest. By executing this Contract, Contractor certifies that it does not know of any fact which constitutes a violation of Section 66 of County's Charter; Title 9, Chapter 7 of the California Government Code (Section 87100 et seq.), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 et seq.), and further agrees promptly to notify the County if it becomes aware of any such fact during the term of this Contract. In addition, Contractor shall be in full compliance with all other conflict of interest requirements, including those contained in 2 C.F.R. § 200.318.

(H) Byrd Anti-Lobbying Amendment. For any contract of \$100,000 or more, Contractor shall complete the required certification (included below) Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the County.

(I) Procurement of recovered materials.

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- a. Competitively within a timeframe providing for compliance with the Contract performance schedule;
- b. Meeting Contract performance requirements; or
- c. At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

(J) Access to Records.

(1) The Contractor agrees to provide the County, the Federal Awarding Agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the Federal Awarding Agency or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the Federal Awarding Agency or the Comptroller General of the United States.

(K) Changes. The cost of any change, modification, change order, or constructive change must be allowable, allocable, within the scope of a funding grant or cooperative agreement, and

reasonable for the completion of project scope. Changes can be made by either party to alter the method, price, or schedule of the work without breaching the Contract by entering a written amendment executed by authorized representatives. The Contract may not be modified except by a written document signed by both parties. It is mutually understood and agreed that no alterations or variations of the terms of this Contract shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

(L) Seal, Logo, And Flags. The Contractor shall not use the Department of Homeland Security, or any other Federal, state or local seals, logos, crests, or reproductions of flags or likenesses of agency officials without specific Federal Awarding Agency pre-approval.

(M) Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that Federal financial assistance may be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, Federal Awarding Agency policies, procedures, and directives.

(N) No Obligation of Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the Contract.

(O) Program Fraud and False or Fraudulent Statements or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

(P) Local Preferences: To the extent that any local preferences are prohibited by funding, SLEB and other local preferences and policies have already been or are waived.

(Q) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the following provisions, from 29 C.F.R §5.5(b) shall apply:

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such

contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

(R) Domestic Preferences for Procurements. As appropriate and to the extent consistent with law, the contractor and their subcontractor(s), to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(S) Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. Contractor and their subcontractor(s) are prohibited from obligating or expending funds from this Agreement to (1) procure or obtain (2) extend or renew a contract to procure or obtain or (3) enter into a contract for equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(1) As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(2) See Public Law 115–232, section 889 for additional information. See also 2 CFR § 200.471.

II. Construction and Repair Work. The following provisions apply to construction or repair work:

Compliance with the Davis-Bacon Act and Copeland “Anti-Kickback” Act. For all prime construction contracts in excess of \$2,000 the following terms shall apply:

(1) Davis-Bacon Act

a. All transactions regarding this Contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

(2) Copeland “Anti-Kickback” Act

- a. Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

- b. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal Awarding Agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

- c. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

