

ALCOLINK Master Contract No.: 900035	Board of Supervisors Approval Date: 4-26-2022
Supplier ID: 27284	Agenda File No. / Item No.: 30823/4

Department Name: **Children & Family Services (DCFS)**

**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 **CARI-Prevention Training** during the period of 7/1/2022 through 6/30/2023. 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 A's 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 \$39,977 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 B's 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 E HIPAA Business Associate Agreement (intentionally omitted)**
- 6. Exhibit F Debarment and Suspension Certification**
- 7. Exhibit G Additional Contract Provisions-Federal Provisions**
- 8. Exhibit G-1 Certification Regarding Lobbying**

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

COUNTY OF ALAMEDA

DocuSigned by:
By: Andrea Ford
CFBDBF387EBC493...
Andrea Ford

Print or Type Name

Title: Director, Social Services Agency

Date: 8/31/2022

CONTRACTOR

DocuSigned by:
By: Jonah Nicholas
C5C671F7FD8B434...
Jonah Nicholas

Print or Type name

Title: Vice Chancellor

Date: 8/31/2022

EXHIBIT A

PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS

Contracting Department	Alameda County Social Services Agency (SSA), Department of Children & Family Services (DCFS)
Contractor Name	Chabot-Las Positas Community College District
Type of Services	CARI Pre-Service Training

I. Program Name:

Community Action to Reach Out to Infants (CARI) Options for Recovery (OFR) Pre-Service Training.

II. Contracted Services:

The CHABOT/LAS POSITAS COMMUNITY COLLEGE DISTRICT, hereinafter referred to as “Contractor” and Alameda County Social Services Agency (SSA), Department of Children and Family Services (DCFS), hereinafter referred to as “the Department” or “ACSSA” mutually agree as follows:

Contractor will offer a series of six classes that fulfill the requirements for CARI certification of Resource Family caregivers. This series of classes meet all requirements of the Options for Recovery State Department of Social Services (DSS). These classes are also open to respite providers for Resource Family caregivers of the children in the Department’s CARI program.

Contractor represents that it is a public post-secondary educational institution with the capability and the experience to provide services in the subject area specified herein. If any class offered under this contract is for College credit, the instructor employed to teach this class will hold or qualify for a valid Faculty Service Area (FSA) authorizing instruction at the post-secondary level in the subject area specified.

III. Program Information and Requirements:

A. Program Goals/Objectives:

To prepare county recruited (CARI) persons for the care of children from 0 to 5 years. The children are dependents of SSA/DCFS and are:

1. Born exposed to drugs and/or alcohol.
2. Are HIV exposed or have AIDS.
3. Are Medically Fragile.

B. Program Description and Requirements:

Class Offerings under the terms of this contract shall be:

1. Fostering the Drug-Exposed Infant.
2. Support Systems for CARI, Options for Recovery Foster & Relative Providers.
3. Facility/Facility Insurance.
4. Instruction.
5. Instructional materials.
6. Food while in class for participants.
7. Child care & food for children of participants in class.
8. Maximum Class Size: 40.
9. Minimum Class Size: 10.
10. The location for the class shall be arranged by Chabot College.

C. Contact Persons:

1. Chabot Contract Fiscal Officer: Dale Wagoner -- (510)723- 6618
2. Coordination, Quality Assurance & Planning: Robert Nakamoto -- (510)723-6669

D. Hours/Days of Operation: Class Schedule (Dates/Time):

One class Fall 2022 course starting Sep/Oct 2022; one Spring 2023 (TBD)

1. The two series of six Saturday class sessions are offered 9 AM -12 PM and 1 PM - 4 PM.
2. Total instructional hours for each series of classes: 36, plus optional two 2-hour-long Graduation ceremonies.

CANCELLATION - Contractor retains the right to cancel any class that is offered under this Agreement no later than 14 days before the first meeting of the class. The Department retains the right to cancel any class that is offered under this Agreement no later than 14 days before the first meeting of the class. If the Department cancels a class, it shall pay Contractor the sum of 20 percent of one-half of total contract, or \$4,000, within 10 days of each class series cancellation.

E. Certification/Licensure: Shall be determined by Alameda County Licensing/ Unmatched Resource Family Approval (RFA) Unit or Resource Family Approval (RFA) Child Welfare Worker (CWW) in coordination with CARI Coordinator.

F. Target Population: Resource Family caregivers and their respite providers.

G. Service Area: Alameda County

IV. Reporting And Evaluation Requirements:

A. Reporting Requirements: Contractor will report weekly:

1. Class Size.
2. Attendance and punctuality.
3. If attendee takes part in classes and understands the offerings.

B. Evaluation Requirements:

If attendee(s) seems to be inappropriate for fostering a child. The decision to send participants forward to Alameda County RFA program is that of the CARI Coordinator after recommendations of the Contractor Coordinator.

C. Service Delivery Sites:

1. Chabot College coordinator with approval of CARI Coordinator will determine site.
2. Contractor shall provide appropriate classroom facilities for each class session.

D. Service Criteria:

1. Instructors will be chosen by their ability to fulfill state instruction requirement in specific topics.
2. CARI/OFR TRAINING TOPICS:

History of Drug Addiction
 Loss & Grief
 Attachment & Bonding
 Special Medical Needs
 AIDS
 Co-dependency

Theory of Drug Addiction
 Learning Disabilities
 Milestones & Expectation
 Nutrition
 Infant Stimulation
 Community Resource

Panel

GRADUATION

3. Contractor will determine a reasonable time before and after each class session. Appropriate equipment and special services will be determined by Contractor to meet class specifications of instructors

V. Entirety of Agreement: Contractor shall abide by all provisions of the Community Based Organization Master Contract General Terms and Conditions, all Exhibits, and all Attachments that are associated with and included in this contract.

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

VII. Language Access Requirement for Contractors: Please see Attachment B for more information regarding Limited English Proficient LEP client language access requirements for contractors with Alameda County.

EXHIBIT B

TERMS OF PAYMENT

Contracting Department	Alameda County Social Services Agency, Department of Children & Family Services (DCFS)
Contractor Name	Chabot-Las Positas Community College District
Type of Services	CARI Pre-Service Training

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

I. Budget

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

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

II. Terms and Conditions of Payment

- A. Contractor shall be compensated for services based on cost in arrears according to the line item budget, Exhibit B-1 attached herein, not to exceed \$39,977 for the term of this agreement. It is the obligation of the contractor to progressively monitor all services expenditures and take appropriate corrective preventive measures including the timely notification of ACSSA if stoppage of services becomes the necessary measure to prevent the over-expenditure of contract funds. Prior approval from the ACSSA Director or an authorized designee shall be required to alter or change the terms and conditions of this agreement. The total contract amount shown on the contract CBO Master Contract Exhibit A & B Coversheet (form #110-9) with Alameda County Social Services Agency is based on the estimated amount at the time the contract was executed. This amount is subject to change pending final notification from the state regarding the Title IV-E waiver demonstration project funding. This contract may be amended to reflect the actual funding allocation.
- B. Contract Term
The contract term is July 1, 2022 to June 30, 2023.
- C. Contractor shall be reimbursed in accordance with the contract budget as detailed in Exhibit B-1. Any budget adjustments, revisions to the service categories and service units within the contract must be approved by SSA Program Department prior to billing the County.

- D. 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).
- E. Contractor must submit a formal written (via e-mail) request to the SSA Contract Liaison for any contract budget adjustment with justification for requested expenditure revisions inclusive of specific impacts to current services being delivered. If impacts to contracted services levels are significant the SSA Contract Liaison will consult and obtain approval from the relevant Program department.
- F. The County Auditor Controller’s Office will not pay for unauthorized service categories, service units and budget line-items that are revised or rendered by Contractor that are not approved by SSA Contract Liaison and/or for claimed services that contract program monitoring findings indicate have not been provided.

III. Invoicing Form

- A. Actual invoice reimbursements to be made under this contract shall be for the specified service rendered as set forth in this contract.
- B. Contractor shall invoice the Department for instructional and facility costs as set forth below:
 - 1. 1st invoice of billable actual expenses covering July 1, 2022 through December 31, 2022, due February 15, 2023.
 - 2. 2nd invoice of billable actual expenses covering January 1, 2023 through June 30, 2023, due August 15, 2023.
- C. **The invoices shall:**
 - 1. Set forth billable activities subtotal within budget categories (see Exhibit B-1).
 - 2. Be accompanied by a summary page documenting the following information:
 - a. Cumulative expenses (Year-to-date invoiced)
 - b. Contract budget
 - c. Unexpended balance
 - d. Payment of invoices requires the signature of the CARI Administrator
- D. Failure to submit required reports may delay processing of invoices for reimbursement. Funding source is State DSS Options for Recovery (OFR) Program administered by the SSA/DCFS CARI Program.
- E. The amount shown on the contract CBO Master Contract Exhibit A & B Coversheet (form 110-9) with SSA 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. Contractor shall contact SSA Payables Unit at SSAInvoices@acgov.org to receive this information.

IV. Invoicing Procedures:

- A.** 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 Supervising Financial Services Specialist, Warren, Beverly, at brwarren@acgov.org.

- B.** 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.
All data as required by your contract

V. 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
CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT
FUNDED PROGRAM BUDGET
JULY 1, 2022 – JUNE 30, 2023

I. Budgeted Services:

A. Units of Service:

1. Two Series – 1-Fall 2022 starting Sep/Oct 2022 and 1-Spring 2023-TBD.
2. Two Series of Six Saturday Class Sessions. Total instructional hours for each series of classes: 36 hours.
3. Hours: 9 AM -12 PM and 1:00 PM -4:00 PM.
4. 2 Optional Graduations – One Fall Oct/Nov 2022 & One Spring 2023-TBD. Each is approximately one to two hours in length.

C. Each series of service includes:

1. Class set-up.
2. 36 hours of instruction.
3. One-half hour before and after class plus lunch time.
4. Coordination.
5. Facility costs.
6. Food for participants and children of participants.
7. Child Care.

II. Chabot CARI Projected Budget – FY 2022-2023

Chabot College CARI FY 2022 - 2023 BUDGET	
Program Budget Contract Period: 7/1/22 - 6/30/23	Budget 2022-23
Personnel Cost - Salary & Wages	
Personnel Salaries (Project Director, Trainers, Instructional Assistants, Clerical Support)	
Salary:	\$ 22,652.50
Benefit:	\$ 7,438.00
Total Personnel:	\$ 30,090.50
Operation Cost	
Supplies and Reprographics	\$ 6,849.47
Food	\$ 1,000.00
Facilities	\$ 1,400.00
Conference Expense	\$ 437.03
Mileage / Travel	\$ 200.00
Total Operation Cost:	\$ 9,886.50
TOTAL	\$ 39,977.00

**EXHIBIT B-2
COMPOSITE AGENCY BUDGET**

General Fund	2020-21	2020-21	2021-22
District Total - Unrestricted	<u>Adopted Budget</u>	<u>Projection</u>	<u>Tentative Budget</u>
Revenue			
State Revenue			
SCFF Revenue from Rollback FTES	\$ 8,718,279	\$ 8,718,279	\$ 8,849,053
Apportionment & Revenue Split via Model	111,397,204	110,390,546	112,693,585
Other State Revenue	290,396	236,334	229,834
Local Revenue	<u>5,442,235</u>	<u>4,062,726</u>	<u>5,424,497</u>
Total Revenue	125,848,114	123,857,885	127,646,969
Transfers In			
Sabbatical Leave	562,347	560,519	694,538
Other	<u>4,367,649</u>	<u>2,667,957</u>	<u>3,987,975</u>
Total Transfers In	<u>4,929,996</u>	<u>3,228,476</u>	<u>4,682,513</u>
Total Revenue and Transfers In	\$ 130,778,110	\$ 127,086,361	\$ 132,329,482
Expenditures			
Academic Salaries	\$ 54,333,649	\$ 54,558,155	\$ 54,490,382
Classified Salaries	25,370,651	22,739,672	25,488,856
Benefits	28,860,316	26,292,823	29,028,062
RUMBL Benefits	-	-	-
Supplies	1,299,669	819,867	1,353,702
Services	9,852,347	7,747,112	9,775,466
Capital Outlay	218,303	39,403	170,320
Other Outgo/Payment to Students	<u>18,950</u>	<u>2,124</u>	<u>5,000</u>
Total Expenditures	119,953,885	112,199,156	120,311,788
Transfers Out			
Sabbatical Leave	338,312	338,312	327,396
Other	<u>10,140,033</u>	<u>9,862,394</u>	<u>10,979,116</u>
Total Transfers Out	<u>10,478,345</u>	<u>10,200,706</u>	<u>11,306,512</u>
Total Expenditures and Transfers Out	\$ 130,432,230	\$ 122,399,862	\$ 131,618,300
Increase/(Decrease) in Fund Balance	\$ 345,880	\$ 4,686,499	\$ 711,182
Beginning Balance	\$ 16,909,532	\$ 16,948,709	\$ 21,635,208
Ending Balance	\$ 17,255,412	\$ 21,635,208	\$ 22,346,390
Reserve percentage	14.39%	19.28%	18.57%
Recap beginning balances:			
Unrestricted excluding co-curricular	\$ 15,796,272	\$ 15,920,581	\$ 20,521,948
Co-curricular funds	<u>\$ 1,113,260</u>	<u>\$ 1,028,128</u>	<u>\$ 1,113,260</u>
Beginning fund balances	\$ 16,909,532	\$ 16,948,709	\$ 21,635,208

**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
1111 Jackson St., Suite 103
Oakland, CA 94607
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 (_____)
INSERT NAME OF THE CONTRACTOR

pertaining to my grievance to the Alameda County Social Services Agency.

Client's Name (printed)

Client's Signature

Date

POLITICA PARA QUEJAS DE CLIENTES
QUE HACER SI USTED TIENE UNA QUEJA

Si usted tiene una queja acerca del rendimiento de (_____)
INSERTAR NOMBRE DEL CONTRATISTA

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

1. Hable en privado con la persona con quien tiene usted el problema. Le recomendamos que trate de solucionar el problema de una manera abierta e informal.

2. Si usted no se siente cómodo hablando con la persona con quien usted tiene el problema, o habla con esa persona y no está satisfecho/a con los resultados, usted puede hacer una cita para hablar con, o someter una queja por escrito (cuál puede ser en su propio idioma) al
(_____)
INSERTAR NOMBRE DEL CONTRATISTA

Director Ejecutivo o su representante. Si tiene una buena razón para utilizar otro medio de comunicar su queja, así como una cinta de grabación, lo podrá hacer. El Director Ejecutivo o su representante se reunirá con usted o le proveerá una respuesta por escrito a su queja durante diez (10) días hábiles de su cita o de haber recibido su queja por escrito.

3. O, si usted prefiere, puede evitar los pasos previos y contactar los organismos de financiación a continuación, inmediatamente:

Agencia de Servicios Sociales del Condado de Alameda
Contracts Office
1111 Jackson St., Suite 103
Oakland, CA 94607
Email: ContractsCustomer@acgov.org

Certifico que la información en este documento fue explicada para mi entera satisfacción y en mi propio idioma y que una copia de este formulario me fue dada. Estoy de acuerdo por mi firma abajo, yo por este medio autorizo (_____)

INSERTAR NOMBRE DEL CONTRATISTA

para que liberar mi informacion al Agencia de Servicios Sociales del Condado de Alameda pertenciendo a mi queja.

Nombre del Cliente (favor de imprimir)

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 can't accommodate.
 - C. Shall permit County staff to conduct ongoing monitoring of contracted services for compliance with provisions of the County's Language Access Plan.
 - D. Shall provide the County with a list and copies of all printed contract-related marketing/promotional/education-related materials (including languages materials are printed in).

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

EXHIBIT C
COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

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

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
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 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: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives. 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 require certificate(s) and endorsements must be sent to: <p style="text-align: center;">Alameda County Social Services/Contracts Office, 1111 Jackson St., Suite 103, Oakland, CA 94607</p> <p style="text-align: center;">- With a copy to Risk Management Unit (1106 Madison Street, Room 233, Oakland, CA 94607)</p> 	

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

EXHIBIT E INTENTIONALLY OMITTED

EXHIBIT G

ADDITIONAL CONTRACT PROVISIONS – FEDERAL PROVISION

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.F.R. § 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 Contracting for Covered Telecommunications Equipment and Services.

1. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
2. Prohibitions.
 - a. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
 - b. Unless an exception in paragraph (3) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - (1) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (2) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (3) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - (4) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service 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.
3. Exceptions.
 - a. This clause does not prohibit contractors from providing—

- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - b. By necessary implication and regulation, the prohibitions also do not apply to:
 - (1) Covered telecommunications equipment or services that:
 - (a) Are *not used* as a substantial or essential component of any system; and
 - (b) Are *not used* as critical technology of any system.
 - (2) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.
4. Reporting requirement.
- a. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (4)(b) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
 - b. The Contractor shall report the following information pursuant to paragraph (4)(a) of this clause:
 - (1) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - (2) Within 10 business days of submitting the information in paragraph (4)(b)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
5. Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (5), in all subcontracts and other contractual instruments.

T. **License and Delivery of Works Subject to Copyright and Data Rights.** In order to comply with 2 C.F.R. § 200.315, Contractor grants to the County, a paid-up, royalty-free, nonexclusive,

irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the County or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the County data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the County.

U. **Affirmative Socioeconomic Steps for Subcontracts.** As a condition for the approval of any subcontract, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women’s business enterprises, and labor surplus area firms are used when possible.

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:

A. **Davis-Bacon Act**

1. 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.
2. 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.
3. Additionally, contractors are required to pay wages not less than once a week.

B. **Copeland “Anti-Kickback” Act**

1. 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.
2. 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.
3. 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.



EXHIBIT G-1

**Certification for Contracts, Grants, Loans, and Cooperative Agreements
CERTIFICATION REGARDING LOBBYING (APPENDIX A, 44 C.F.R. PART 18)**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor, **Chabot-Las Positas Community College** certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

DocuSigned by:
Jonah Nicholas
Signature of Contractor's Authorized Official

8/31/2022
Date

Jonah Nicholas
Name

Vice Chancellor
Title