

**COMMUNITY BASED ORGANIZATION
Master Contract Exhibit A and B Coversheet**

Dept Name: **SSA – Children & Family Services** Vendor ID #: **27284** Board PO #: _____
 Bus Unit: **SOCSA** Master Contract #: **900035** Procurement Contract #: **5743** Budget Year: **2011**

Acct #	Fund #	Dept #	Program #	Subclass #	Project /Grant #	Amount to be Encumbered	Total Contract Amount
610341	10000	320100	36100			\$201,925	\$201,925

Federal Funds Waiver #: N/A Contract Maximum: **\$201,925**
 Procurement Contract: Begin Date: **July 1, 2010** Expire Date: **December 31, 2010**
 Period of Funding: From: **July 1, 2010** To: **December 31, 2010**
 Department Contact: **Sandra Oubre** Telephone: **(510) 267-9457** QIC Code: **20203**
 Contractor / Contract Project Name: **Chabot-Las Positas Community College District**
 Contractor Address: **5020 Franklin Drive** BOS Dist. # **2**
Pleasanton, CA 94588 Federal Tax ID: **94-1670563**
 Remittance Address: **Same as above** Location # **8**

Contractor Telephone: **(925) 560-9441** E-mail: **jdozier@clpccd.org**
 Contractor Contact Person: **Julia Dozier** Fax #: **(925) 560-9458**
 Contract Service Category: **Parent Advocacy Services**
 Estimated Units of Service: **N/A**
 Maximum Single Payment & Exceptions: _____
 Method of Reimbursement (Invoicing Procedures): See Exhibit B

History of Funding:	Original	Amendment #1	Amendment #2	Amendment #3	Amendment #4
Funding Level	\$201,925				
Exhibit #	5743				
Amount of Encumbrance	\$201,925				
File Date	Sept. 28, 2010				
File / Item #	26655-50				
Reason	Board Action				

Funding Source Allocation:	Federal / CFDA # (93.658)	State	County
	\$80,770	\$121,155	

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

DEPARTMENT
 By _____
 Signature **Yolanda Baldovinos**
 Title **Director, Social Services Agency**
 Date _____

CONTRACTOR
 By _____
 Signature **Lorenzo S. Legaspi**
 Title **Vice-Chancellor, Business Services** Date _____
 By _____
 Signature **Julia A. Dozier**
 Title **Distr. Exec. Dir. Econ. Dev.** Date _____

**COMMUNITY BASED ORGANIZATION MASTER CONTRACT
PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS**

Contractor: Chabot-Las Positas Community College District
Service Category: Parent Advocacy Services
Contract Period: July 1, 2010 - December 31, 2010

Contracting: Children & Family Services
Alameda County SSA

I. Parent Advocates Program

1. Background:

Alameda County Social Services Agency (SSA) hereby contracts with Chabot-Las Positas Community College District (CLPCCD), hereafter referred to as “Contractor” to provide Parent Advocates to work with child welfare programs. The services provided support SSA’s management of its programs for children in foster care (including reunification) and family preservation programs developed for families which the SSA has deemed at-risk for entering foster care.

2. Contract Amount: \$201,925

3. Purpose of Parent Advocates Program:

- A. Train current and prospective foster care providers to equip them to meet the SSA’s goals for effective foster care parenting;
- B. Train SSA staff who are administering SSA’s foster care, family reunification, and services to children in at-risk programs;
- C. Assist SSA in its management of these programs with the intent of assisting families to reunify and to accept responsibility for their own well being, including:
 1. Directly interacting with family members individually or in a group setting as a means for the family to access needed services as defined in the SSA’s case plan;
 2. Helping families access appropriate community resources and service programs as identified by their child welfare worker, the court-ordered case-plan, and the parent; and
 3. Serving as family advocates and providing individualized advocacy, support, and outreach for families who are receiving child welfare services.

4. Activities:

With oversight provided by SSA staff, Parent Advocates will:

- A. Facilitate or co-facilitate supportive or informational groups;
- B. Work with clients and SSA staff by helping to provide access to identified services needed to fulfill case plan goals (housing, intake appointments, benefits);
- C. Provide outreach to families during the juvenile court process;
- D. Attend relevant trainings as assigned by supervisor or manager;
- E. Work in coordination with SSA child welfare worker to provide outreach to parents who are out of contact with their child welfare worker;
- F. Advocate for and assist parents and children in school- and community-based services as required by the court ordered case plan;

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4. Activities (continued):

- G. Attend juvenile court hearings per SSA protocol, or any other appointments identified as needed to provide support to parents and SSA staff in understanding the nature of the procedures and the hearings;
- H. Assist in training foster parents and child welfare workers new to the child welfare system;
- I. Respond to referrals per SSA protocol to assure clients have access to appropriate housing or other needed services identified as needed for the family, the foster parent, or the child, by the SSA child welfare worker and family;
- J. Assist the SSA in the development of culturally competent programs.

5. Training:

- A. Parent Advocates will receive training and supervision by SSA staff and other resources to enable them to assist current and prospective individuals and families within the child welfare system.
- B. SSA will provide community members (or “Parent Leaders”) interested in becoming Parent Advocates an opportunity to learn the necessary skills to be able to do so.
- C. Contractor will contract with these Parent Leaders to compensate them for their training time.
- D. Completing the Parent Leader training is required to become a Parent Advocate. However, participating in the Parent Leader training program does not guarantee that one will be subsequently hired as a Parent Advocate.

6. Hiring:

- A. Contractor will hold the hiring contract for selected Parent Advocates.
- B. SSA staff is responsible for assessing and recommending for hiring and the training and oversight of Parent Advocates, and is responsible for the quality of services provided by Parent Advocates.
- C. All laws and policies regarding hiring and on-going employment of Contractor staff will apply to any applicants and incumbents for this program.
- D. All Parent Advocate candidates must be eligible for employment with the Contractor as required by California Educational Code before being hired, and will be required to submit fingerprints for a criminal record check; provide proof of freedom from tuberculosis; and provide proof of legal employment eligibility within the United States before being hired by Contractor.
- E. If it is necessary to terminate employment of a Parent Advocate, Contractor will work with SSA to assure a smooth transition whenever possible.

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7. Qualifications of Parent Advocates:

In order to qualify for a position as a Parent Advocate, candidates must demonstrate:

- A. Completion of Parent Leader training program;
- B. Experience in working with the community;
- C. Appropriate language and cultural skills;
- D. Good public speaking skills;
- E. Ability to provide his/her own transportation, including state legal requirements regarding licensing and insurance.
- F. Candidates must enter into a written agreement to maintain confidentiality of client information in accordance with California laws.
- G. Contractor may require additional documentation as part of the hiring process. All Education Code and district policy and procedures for hiring district employees must be observed and followed.

8. Performance Monitoring:

In addition to the selection and training of Parent Advocates, SSA staff will be responsible for performance monitoring of the Parent Advocates. This will be accomplished by SSA staff performing an on-site review.

- A. SSA contract monitor will review program material distributed by the Parent Advocates.
- B. SSA contract monitor will review any evaluations completed by participants involved in support groups or Parent Advocates services.
- C. Parent Advocates Supervisor will evaluate the Parent Advocates' performance on an annual basis and give suggestions for improvement or recommend termination as warranted.
- D. Upon completion of the onsite review, the SSA contract monitor will provide a written evaluation based on the Parent Advocates' performance to Contractor.

9. Anticipated Outcome:

Child Welfare Federal Outcome is ultimately child and family well-being. Specifically, upon having direct contact with Parent Advocates, families will have the enhanced capacity to provide for their children's needs.

10. 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 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 your SSA Contract Liaison.

ATTACHMENT A – Page 1 of 1

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Alameda County SSA

CLIENT GRIEVANCE POLICY

WHAT TO DO IF YOU HAVE A GRIEVANCE:

If you have a complaint about the performance of Chabot-Las Positas Community College District 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 the Chabot-Las Positas Community College District Executive Director or designee. If you have good cause to use another medium to communicate your complaint, such as a tape recording, you may do so. The District Executive Director or designee shall meet with you or provide you with a written response to your written complaint within ten (10) working days of the meeting or receipt of your written complaint.
3. Or, if you prefer, you may bypass the above steps and immediately contact the funding agency below:

**Alameda County Social Services Agency
Administrative Offices
2000 San Pablo Avenue
Oakland, CA 94612
Attn: Yolanda Baldovinos, Director
(510) 271-9100**

I certify that the information in this document was explained to my satisfaction in my own language and a copy of this form was given to me.

Lorenzo S. Legaspi, Vice Chancellor of Business Services
Client's Name (printed)

Client's Signature

Date

EXHIBIT B – Page 1 of 2
COMMUNITY BASED ORGANIZATION MASTER CONTRACT
TERMS AND CONDITIONS OF PAYMENT

Contractor: Chabot-Las Positas Community College District
Service Category: Parent Advocacy Services
Contract Period: July 1, 2010 - December 31, 2010

Contracting: Children & Family Services
Alameda County SSA

- 1. Contract Amount:** Maximum contract amount is \$201,925

- 2. Terms and Conditions of Payment:**
Reimbursement amount shall not exceed the total amount of \$201,925 for the term of this agreement. It is the obligation of the Contractor to progressively monitor all expenditures and take appropriate corrective preventive measures including the timely notification of Alameda County Social Services Agency (SSA) if termination of services becomes the necessary measure to prevent the over-expenditure of contract funds. Prior approval from the 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.

- 3. Funding Availability:**
Funding of this contract is subject to the availability of authorized funds. If expected or actual federal or state funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this contract, or any subsequent amendment, the County of Alameda may, upon written notice to the Contractor, terminate this contract in whole or in part.

- 4. Costs – Maximum Contract Amount:**
Maximum reimbursement amount for Parent Advocates Program contract, based on six (6) months, all staff hours utilized: \$201,925

- 5. Invoicing Procedures:**
Requests for payment will be submitted on a monthly basis, on a Net 30 basis.

- 6. Contractor shall send or deliver originally signed invoices to:**
Alameda County Social Services Agency
Contracts Office
2000 San Pablo Avenue, 4th Floor
Oakland, CA 94612
Attn: Sandra Oubre

EXHIBIT B – Page 2 of 2
COMMUNITY BASED ORGANIZATION MASTER CONTRACT
TERMS AND CONDITIONS OF PAYMENT

Contractor: **Chabot-Las Positas Community College District**
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Contract Period: **July 1, 2010 - December 31, 2010**

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7. Termination Provisions:

Termination for Cause -- If County determines that Contractor has failed, or will fail, through any cause, to fulfill in a timely and proper manner its obligations under the Agreement, or if County determines that Contractor has violated or will violate any of the covenants, agreements, provisions, or stipulations of the Agreement, County shall thereupon have the right to terminate the Agreement by giving written notice to Contractor of such termination and specifying the effective date of such termination.

Without prejudice to the foregoing, Contractor agrees that if prior to or subsequent to the termination or expiration of the Agreement upon any final or interim audit by County, Contractor shall have failed in any way to comply with any requirements of this Agreement, then Contractor shall pay to County forthwith whatever sums are so disclosed to be due to County (or shall, at County's election, permit County to deduct such sums from whatever amounts remain undisbursed by County to Contractor pursuant to this Agreement or from whatever remains due Contractor by County from any other contract between Contractor and County).

Termination Without Cause -- County or Contractor shall have the right to terminate this Agreement without cause at any time upon giving at least 30 days written notice prior to the effective date of such termination.

Termination By Mutual Agreement -- County and Contractor may otherwise agree in writing to terminate this Agreement in a manner consistent with mutually agreed upon specific terms and conditions.

EXHIBIT B-1
COMMUNITY BASED ORGANIZATION MASTER CONTRACT
BUDGET

Contractor: Chabot-Las Positas Community College District
 Service Category: Parent Advocacy Services
 Contract Period: July 1, 2010 - December 31, 2010

Contracting: Children & Family Services
Alameda County SSA

PARENT ADVOCATE & PARENT LEADER PROGRAM ANNUALIZED PROGRAM AND COST ELEMENTS	AMOUNT
I. Contract Oversight Management: Includes hiring, oversight and payroll costs	\$ 43,482
II. Children's Hospital Oakland Consultative Staff: Program oversight staff, including travel and benefits	40,443
III. Parent Advocate and Parent Leader Wages: Includes estimated wages and required benefits for 4 Parent Advocates and 12 Parent Leaders	202,961
IV. Travel, Reunification Meetings and Conference Expenses: Includes 4 reunification meetings, monthly travel for Advocates	80,250
<i>Subtotal</i>	\$ 367,136
V. Overhead/Administrative Costs: Administrative costs at 10% of subtotal	36,714
<i>Total Annual Cost for Program Administration</i>	\$ 403,850
SEMI-ANNUAL TOTAL 1/2 Total Annual Cost for 6 Month Contract (July 1, 2010 – December 31, 2010)	\$ 201,925

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	<ol style="list-style-type: none"> 1. Endorsements and Conditions: 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: Alameda County Social Services Agency Contracts Office, 2000 San Pablo Ave., 4th Floor, Oakland, CA 94612 Attn: Sandra Oubre <ul style="list-style-type: none"> - With a copy to Risk Management Unit (1106 Madison Street, Room 233, Oakland, CA 94607) 	

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 and Board policy, the County has the responsibility to determine whether those organizations receiving funds through the County have spent them in accordance with the provisions of the contract, applicable laws and regulations.

The County discharges this responsibility by reviewing audit reports submitted by contractors and through other monitoring procedures.

I. **AUDIT REQUIREMENTS**

A. Funds from Federal Sources: non-federal entities which are determined to be subrecipients by the supervising department according to §___ .210 of OMB Circular A-133 and which expend annual Federal awards of:

1. \$500,000 or more must have a single audit in accordance with §___ .500 of OMB Circular A-133. When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's laws, regulations, or grant agreements do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §___ .235 of OMB Circular A-133.
2. Less than \$500,000 are exempt from the single audit requirement except that the County may require a limited-scope audit in accordance with §___ .230 (b)(2) of OMB Circular A-133.

B. Funds from All Sources: non-federal entities which receive annual funds through the County from all sources of:

1. \$100,000 or more must have a financial audit in accordance with the U.S. Comptroller General's Government Auditing Standards covering all County programs.
2. Less than \$100,000 are exempt from these audit requirements except as otherwise noted in the contract.
3. If a non-federal entity is required to have or chooses to do a single audit, then it is not required to have a financial audit in the same year. However, if a non-federal entity is required to have a financial audit, it may be required to also have a limited-scope audit in the same year.

C. General Requirements for All Audits:

1. All audits must be conducted in accordance with Government Auditing Standards prescribed by the U.S. Comptroller General.
2. All audits must be conducted annually, except where specifically allowed otherwise by laws, regulations or County policies.

3. Audit reports must identify each County program covered in the audit by contract number, contract amount and contract period. An exhibit number must be included when applicable.
4. If a funding source has more stringent and specific audit requirements, they must prevail over those described here.

II. AUDIT REPORTS

At least two copies of the audit reports 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 contract period or other time frame specified by the department. The County supervising department is responsible for forwarding a copy 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 plan of corrective action to address the findings contained therein. 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 these audit requirements.

EXHIBIT E
(Revised: 12/27/07)

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 **TeleInterpreters**,—a 24-hour, seven-day-a-week, 365-days-a-year telephone language translation service—to supplement on-site language access services.

EXHIBIT F

COUNTY OF ALAMEDA

DEBARMENT AND SUSPENSION CERTIFICATION

(Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).

The contractor, under penalty of perjury, certifies that, except as noted below, the contractor, its principals, and any named and unnamed subcontractor:

- **Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;**
- **Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;**
- **Does not have a proposed debarment pending; and**
- **Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.**

If there are any exceptions to this certification, insert the exceptions in the following space or attach an additional page.

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 contracting process.

By signing this contract and Exhibit F, Debarment and Suspension Certification, the Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.

CONTRACTOR: Chabot-Las Positas Community College District

PRINCIPAL: Lorenzo S. Legaspi TITLE: Vice Chancellor of Business Services

SIGNATURE: _____ DATE: _____