

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

Dept Name: Children & Family Services Vendor ID #: 27284 Board PO #: _____
 Bus Unit: SOCSA Master Contract #: 900035 Procurement Contract #: _____ Budget Year: 2016

Acct #	Fund #	Dept #	Program #	Subclass #	Project / Grant #	Amount to be Encumbered	Total Contract Amount
610341	10000	320100	36100			\$4,298,075	\$4,298,075

Justification if partial encumbrance or liquidation requested: _____

Federal Funds Waiver #: N/A Contract Maximum: \$4,298,075

Procurement Contract Begin Date: July 1, 2015 Expire Date: June 30, 2016 Period of Funding From: July 1, 2015 To: June 30, 2016

Department Contact: Robin Luckett Telephone#: 510-268-7927 QIC Code: 23501

Contract Liaison: Alexandra Arroyo Telephone #: 510-267-8633 QIC Code: 20203

Contractor Name: Chabot-Las Positas Community College District

Project Name: Title IV-E Training Program

Contractor Address: 7600 Dublin Blvd., Suite 102, Dublin, CA 94568

Remittance Address: Same as above ALCOLINK Vendor Address #: 25

BOS Dist. #: 4

Contractor Telephone #: 925-249-9370 Fax #: 925-249-9367 E-mail (Signatory): llegaspi@clpccd.org

Contractor Contact Person: Julia Dozier E-mail (Contact): jdozier@clpccd.org

Contract Service Category: Title IV-E Training Estimated Units of Service: See Exhibit A

Method of Reimbursement (Invoicing Procedures): Quarterly invoices - See Exhibit B

History of Funding:	Original	Amendment #1	Amendment #2	Amendment #3	Amendment #4
Funding Level	\$4,298,075				
Amount of Encumbrance	\$4,298,075				
File Date	Enter Date				
File / Item #	Enter #				
Reason	Board Action				

Funding Source Allocation:	Federal - CFDA #: <u>93.658</u>	State	County
	\$4,298,075		

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

DEPARTMENT

By _____
Signature

Lori A. Cox

Print or Type Name

Title **Social Services Agency Director** Date _____

CONTRACTOR

By _____
Signature

Lorenzo S. Legaspi

Print or Type Name

Title **Vice Chancellor Business Servs.** Date _____

By _____
Signature

Julia A. Dozier

Print or Type Name

Title **Dist. Ex. Dir., Ec. Dev. & Contr Ed.** Date _____

EXHIBIT A
PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS

Contracting Department	Children and Family Services
Contractor Name	Chabot-Las Positas Community College District
Contract Period	July 1, 2015 – June 30, 2016
Services	Title IV-E Training

I. Program Name

Title IV-E Training

II. Contracted Services

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

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

III. Program Description

Contractor shall provide trainings in two distinct categories:

A. Child Welfare Worker Trainings

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

B. Group Home Provider, Foster Family Agency Staff and Foster Parent Trainings

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

- Seneca Family of Agencies
- Fred Finch Youth Center
- Lincoln Child Center
- A Better Way
- Alternative Family Services
- Family Paths
- WestCoast Children's Clinic
- Children’s Hospital & Research Center at Oakland d/b/a UCSF Benioff Children’s Hospital Oakland
- Bay Area Youth Center
- First Place for Youth

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

IV. Scheduling

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

V. Evaluation and Post-Testing Requirements

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

Trainings that meet regulatory/licensing requirements shall require a post-test. A minimum of 75 percent of the class shall pass the post-test with 75 percent score or better. If majority of class does not pass the post-test, Contractor shall review both instructor performance and curriculum; steps shall be taken to assure success in subsequent trainings. Additional training shall be provided to participants who did not pass the post-test, to assure their comprehension of the material.

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

VI. Service Delivery Sites

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

VII. Reporting and Requirements

- A.** Contractor shall submit a quarterly Invoice/Statement of Costs as described in Exhibit B. Due dates are October 31, 2015, January 31, 2016, April 30, 2016 and July 31, 2016.
- B.** Invoices/Statements of Costs Supporting Documentation
Each subcontractor shall submit a monthly calendar which includes:
1. Dates and length of each training
 2. List of participating agencies for the month
- Supporting documentation shall be submitted electronically via disk or USB flash drive.
- C.** Contractor shall submit an Annual Report (due by September 30, 2016) that includes:
1. Overview of program
 2. Status of previous year's recommendations
 3. Forward-looking discussion of how to improve or build upon successes
 4. Training topics delivered
 5. Total number of training hours delivered
 6. Total reimbursement amount
 7. Breakdown of types of participants in training for the year

Contractor shall maintain accurate files and records for General Training, Organizational Training, Fee for Service, and Conferences. These documents shall be maintained in a readily accessible location for a period of not less than five (5) years after final payment under this Agreement. Upon request, Contractor shall make available to the Alameda County Social Services Agency staff and other authorized representatives, all of the files, records, documents, and other required data for monitoring and auditing purposes.

VIII. Contract Requirements

- A. Marketing**
Contractor shall attempt to make trainings available to as many providers who serve foster children as possible.
- Alameda County SSA, Children's Hospital & Research Center at Oakland, and other subcontractors shall be responsible for marketing classes and workshops to staff members and other providers.
- Contractor shall maintain a master calendar of all trainings underwritten by this contract that are open to the public and available online at www.fostercaretraining.org.
- B. Contract Monitoring**
SSA Department of Children & Family Services (CFS) staff and SSA Contracts Office Liaison may at any time, upon one week's notice, monitor and conduct an

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

C. Certification/Licensure

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

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

IX. Entirety of Agreement

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

X. Contractor Responsibilities

A. Client Grievance Policy

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

B. Language Access Requirement for Contractors

Please see Attachment B for more information regarding Limited English Proficient (LEP) client language access requirements for contractors with Alameda County.

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 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 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, 4th floor
Oakland, CA 94612
Attn: Lori A. Cox
Social Services Agency Director
(510) 271-9100**

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

Client's Name (printed)

Client's Signature

Date

POLITICA PARA QUEJAS DE CLIENTES

QUE HACER SI USTED TIENE UNA QUEJA

Si usted tiene una queja acerca del rendimiento de Chabot-Las Positas Community College District personal, y/o usted siente que se le ha tratado injustamente, los siguientes son los pasos que tendrá que seguir para que su queja sea escuchada:

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

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

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

Nombre del Cliente (favor de imprimir)

Firma del Cliente

Fecha

Attachment B

LANGUAGE ACCESS REQUIREMENTS FOR CONTRACTORS

- I. The Alameda County Social Services Agency (SSA) has developed and adopted a Master Plan on Language Access to ensure its limited-English proficient (LEP) clients are provided with language accessible services and communications. Under the plan's provisions, community-based organizations (CBOs)/contractors whose services are contracted by the SSA:
 - A. Shall clearly disclose language access capabilities in relationship to the population served.
 - B. Shall have a plan in place—available for review upon request by County staff—for referring clients whose language needs the contractor can't accommodate.
 - C. Shall permit County staff to conduct ongoing monitoring of contracted services for compliance with provisions of the County's Language Access Plan.
 - D. Shall provide the County with a list and copies of all printed contract-related marketing/promotional/education-related materials (including languages materials are printed in).

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

(Revised: 07/01/12)

EXHIBIT B- TERMS OF PAYMENT

Contracting Department	Children & Family Services (CFS)
Contractor Name	Chabot-Las Positas Community College District
Contract Period	July 1, 2015 – June 30, 2016
Type of Services	Title IV-E Training Program
Contract Amt/Max	\$4,298,075

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. Invoice/Statement of Costs – Attachment B-1

II. Subcontracts

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

- Seneca Family of Agencies
- Fred Finch Youth Center
- Lincoln Child Center
- A Better Way
- Alternative Family Services
- Family Paths
- WestCoast Children's Clinic
- Children's Hospital & Research Center at Oakland d/b/a UCSF Benioff Children's Hospital Oakland
- Bay Area Youth Center
- First Place for Youth

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

III. Terms and Conditions of Payment

A. Contract Amount/Maximum

CLPCCD shall serve as a vendor to Alameda County Social Services Agency (SSA) to deliver the training services described in Exhibit A. The maximum amount in payments for services to CLPCCD (vendor) is \$4,298,075.00 and \$4,159,372.00 in match provided by CLPCCD. The maximum total amount expected to be claimed on the county expense claim for FY 2014-15 services for this contract is \$8,457,447.00.

B. Federal Reimbursement

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

Costs of each type shall be discounted by the federal financial ratio (FFR), the percentage of foster children determined to be federally eligible. The discount ratio is currently 67.763 percent, and is subject to change over time. Payment shall be based on the FFR at the time of payment.

The federal share of General Training is expected to be roughly 50.82 percent, which is computed by multiplying the discount rate, 67.763 percent by the federal sharing ratio for this class of cost, 75 percent. The federal share of Organizational Training is expected to be roughly 33.88 percent, which is computed by multiplying the discount rate, 67.763 percent by the federal sharing ratio for this class of cost, 50 percent.

Contractor's direct support costs (contract management unit costs) shall be paid at General versus Organizational Training reimbursement rates based on the distribution of General and Organizational Trainings provided for the same time period. Contractor's indirect costs are not eligible for enhanced financial federal share and shall be reimbursed at the same rate as Organizational Trainings.

C. Responsibility to Monitor Expenditure Levels

Maximum payment for services rendered by vendor (Chabot-Las Positas Community College District) under this contract shall not exceed the amount of \$4,298,075 for the term of this agreement. It is the obligation of the Contractor to monitor all expenditures and take appropriate corrective preventive measures including the timely notification of Alameda County Social Services Agency (SSA) if termination of services becomes the necessary measure to prevent the over-expenditure of contract funds. Prior approval from the Division Director or an authorized designee and Contractor's signatory or an authorized designee shall be required to alter or change the terms and conditions of this agreement.

D. Budget Revision Procedures

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

Contractor must submit a formal written (via e-mail) request to the SSA Contracts department for any contract budget adjustment with justification for requested

expenditure revisions inclusive of specific impacts to current services being delivered. The request will be forwarded to the SSA Program department for approval.

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

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

IV. Invoicing Procedures

Contractor shall submit to SSA an Invoice/Statement of Costs in the form of Exhibit B-1, the Invoice/Statement of Costs, which shall accurately reflect Contractor's direct and indirect General Training and Organizational Training costs incurred in the delivery of the training services described in Exhibit A. The Invoice/Statement of Costs shall serve as SSA's documentation for purposes of claiming federal reimbursement.

The due dates for the quarterly Invoice/Statement of Costs are October 31, 2015, January 31, 2016, April 30, 2016 and July 31, 2016.

Contractor shall send or deliver originally signed (in blue ink) invoices to:

Alameda County Social Services Agency
2000 San Pablo Avenue, 4th Floor
Oakland, CA 94612

Attn: Alexandra Arroyo, Program Financial Specialist– QIC 20203

V. Funding and Reporting Requirements

Contractor shall submit an Annual Report not later than September 30, 2016.

VI. Additional Terms and Conditions of Payment

A. Contractor's Financial Documentation

Contractor shall maintain detailed documentation of all direct costs and indirect costs, and shall also maintain documentation relating to all methods used to allocate those costs to the IV-E training contract and to the General and Organizational cost pools within the contract.

B. Audit Disallowances

If amounts claimed based on Contractor's invoices are later disallowed by the State of California or United States Government and a refund is required, Contractor shall promptly refund the disallowed amount to SSA at SSA's request. At its option, SSA may offset the amount disallowed from any payment due or to become due to Contractor under this Agreement or any other Agreement.

C. Funding Availability

Funding of this contract is subject to the availability of authorized funds. If expected or actual Federal 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.

VII. 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 un-disbursed 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.

VIII. Indemnification

Except as provided by Section VI . A. and Section VI. B. of this Exhibit B and regardless of whether Contractor has previously submitted a funding request or whether SSA has approved the disbursement of the program funds requested in any funding request, SSA may withhold all or any portion of undisbursed program funds if it determines in its reasonable discretion that Contractor is in breach of a material provision of the Master Contract or any Exhibit thereto, pending final and binding adjudication of its claim of breach against the Contractor before an arbitrator agreed upon and selected jointly by the parties hereto. Any program funds withheld pursuant to this Section and subsequently disbursed to Contractor as a result of a favorable arbitration ruling shall be disbursed with interest at the maximum rate permitted under applicable law. Funds withheld but later disbursed after favorable a ruling by the arbiter, and after Contractor cures all applicable Events of Default, will not be entitled to

interest. In connection with any dispute arbitrated pursuant to this Section VIII, each party agrees to bare their own costs associated with the arbitration.

SSA may offset against all or any portion of undisbursed program funds or against any payments due to Contractor under any other agreement between Contractor and SSA, the amount of any outstanding Loss incurred by SSA, including any Loss incurred as a result of the Event of Default. "Loss" shall mean a loss determined by mutual written agreement of the parties, by an arbitrator selected jointly by the parties.

SSA may demand the immediate return of any previously disbursed funds, distributed pursuant to this agreement that have been claimed or expended by Contractor in breach of the terms of this contract, together with interest thereon, from the date of disbursement at the maximum rate permitted under applicable law.

**DRAFT EXHIBIT B-1
INVOICE/STATEMENT OF COSTS**

	1	2	3	4	5
<i>Month, year of trainings</i>	Invoiced Costs	% of total	Reimbursement % Rate	IV-E Reimbursed Expenses	CLPCCD provided match
Direct Training Services					
A. Total General Training	Amount paid directly to subcontractors for Gen. Trg. Courses	Percentage of this month's trainings that are classified as Gen. Trg. A1/C1	County FFP rate multiplied by 75%	Total amount of General Training Costs that are reimbursable (A1 x A3)	Total amount of General Training Costs that are not reimbursable, counted as match A1-A4
B. Total Organizational Training	Amount paid directly to subcontractors for Org. Trg. Courses	Percentage of this month's trainings that are classified as Org. Trg. B1/C1	County FFP rate multiplied by 50%	Total amount of Organizational Training Costs that are reimbursable (B1 x B3)	Total amount of Org. Training Costs that are not reimbursable, counted as match B1-B4
C. Subtotal Direct Training	Total amount of direct training costs A1 + B1	100%	Average rate of reimbursement for invoiced costs	Total amount of direct training costs that are reimbursable A4+B4	Total amount of direct training costs that are not reimbursed, counted as match Total of A5+B5
Contract Management					
D. Direct Admin. Costs, General Trainings portion	Proportion of direct costs for contract, allocated at 75% FFP rate (Total for month x D2)	Percentage of this month's trainings that fall under Gen. Trg. (from A2)	County FFP rate multiplied by 75%	Total amount of Con. Mgmt Costs that are reimbursable at 75% FFP (D1 x D3)	(D1-D4)
E. Direct Admin. Costs, Organization Trainings portion	Proportion of direct costs for contract, allocated at 50% FFP rate (Total for month x E2)	Percentage of this month's trainings that fall under Org. Trg. (from B2)	County FFP rate multiplied by 50%	Total amount of Con. Mgmt Costs that are reimbursable at 50% FFP (E1 x E3)	(E1-E4)
F. Indirect Costs	Indirect costs for contract, all allocated at 50% FFP rate (Total for month x F2)	All indirect costs are reimbursed at Org. Trg rate (100%)	County FFP rate multiplied by 50%	Total amount of Con. Mgmt Indirect Costs, reimbursed at 50% FFP (F1 x F3)	(F1-F4)
G. Subtotal Contract Management	Total of D1+E1+F1		Average reimbursement rate for contract mgmt costs	Total amount of Contract Mgmt. Costs that are reimbursable Total of D4 + E4 + F4	Total amount of contract mgmt. costs that are not reimbursed, counted as match Total of D5+E5+F5
Total Costs	Total cost of training for this month (to be billed to State) Total of C1+G1	Approximate percentage of total invoiced costs that will be reimbursed		Total amount of training costs that are reimbursable (to be paid to CLPCCD) Total of C4+G4	Total amount of training costs that are not reimbursable (provided by CLPCCD as match) Total of C5+G5

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:

	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 <u>Endorsements and Conditions:</u> <ol style="list-style-type: none"> 1. ADDITIONAL INSURED: All insurance required above with the exception of Professional Liability, Personal Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: <u>County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives.</u> 2. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. 3. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. 4. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a minimum A.M. Best Rating of A- or better, with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. 5. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. 6. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods: <ul style="list-style-type: none"> – Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party)", or at minimum named as an "Additional Insured" on the other's policies. – Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured." 7. CANCELLATION OF INSURANCE: All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation. 8. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The require certificate(s) and endorsements must be sent to: <p style="text-align: center; color: blue;">- Contracts Office / 2000 San Pablo Ave. 4th floor, Oakland, CA 94612</p> 	

This is a courtesy notification to advise you that your insurance policy will expire soon. To process your FY 15/16 contract and invoices, you must have current certificate of insurance on file.

Please submit it to me at alarroyo@acgov.org and Marcia Mayberry at mmmayber@acgov.org by no later than **Monday, June 29, 2015.**

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 INTENTIONALLY OMITTED

EXHIBIT F

**COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION**

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

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

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

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Community Based Organization Master Contract. Signing this Contract on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: Chabot-Las Positas Community College District
PRINCIPAL: Lorenzo S. Legaspi TITLE: Vice Chancellor Business Services
SIGNATURE: _____ DATE: _____