

ALCOLINK Master Contract No.: 900035	Board of Supervisors Approval Date: _____
Supplier ID: 27284	Agenda Item No.: NA/Item No. ____

Department Name: Children and Family Services

**CBO MASTER CONTRACT ANNUAL RENEWAL AMENDMENT  
FOR FISCAL YEAR (FY) 2019 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 2019, Program Description and Performance Requirements:**

This contract will supply Title IV-E Training during the period of July 1, 2018 through June 30, 2019. Exhibit A FY 2019 entered into between the Social Services Agency of the County of Alameda and Contractor for the Master Contract referenced above, replaces and supersedes any and all previous Exhibit As entered into between the Social Services Agency of the County of Alameda and Contractor for this Master Contract.

**2. Exhibit B FY 2019, Terms of Payment:** The amount payable under this Annual Renewal Amendment shall not exceed **\$6,000,000.00**. Exhibit B FY 2019 entered into between the Social Services Agency of the County of Alameda and Contractor for the Master Contract referenced above, replaces and supersedes any and all previous Exhibit Bs entered into between the Social Services Agency of the County of Alameda and Contractor for this Master Contract.

**3. Exhibit C Insurance Requirements**

**4. Exhibit D Audit Requirements**

**5. Exhibit F Debarment and Suspension Certification**

**6. The following Exhibits** are also attached to and incorporated into the Master Contract by this reference:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**COUNTY OF ALAMEDA**

**CONTRACTOR**

By: \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
Print or Type Name

Lorenzo Legaspi  
\_\_\_\_\_  
Print or Type name

Title: Director, Social Services Agency

Title: Vice Chancellor, Business Services

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**  
**PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS**

<b>Contracting Department</b>	Children and Family Services
<b>Contractor Name</b>	Chabot-Las Positas Community College District
<b>Contract Period</b>	July 1, 2018–June 30, 2019
<b>Services</b>	Title IV-E Training
<b>Contract Amount</b>	\$6,000,000.00

**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 SSA.

**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:

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

### 13. Catholic Charities

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 a 75 percent score or better. If the majority of a 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 training shall be offered at subcontractors' training centers located throughout Alameda County. Trainings for smaller, individual agencies may be delivered at the provider's site. SSA and Children's Hospital & Research Center at Oakland 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 16, 2018, January 15, 2019, April 16, 2019 and July 16, 2019.

**B.** Invoices/Statements of Costs Supporting Documentation

Each subcontractor shall submit a monthly calendar which includes:

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

Supporting documentation shall be submitted electronically via disk or USB flash drive.

- C. Contractor shall submit an Annual Report (due by September 30, 2018) that includes:
1. Overview of program
  2. Status of previous year's recommendations
  3. Forward-looking discussion of how to improve or build upon successes
  4. Training topics delivered
  5. Total number of training hours delivered
  6. Total reimbursement amount
  7. Breakdown of types of participants in training for the year
- D. Contractor shall maintain accurate files and records for General Training, Organizational Training, Fee for Service, and Conferences. These documents shall be maintained in a readily accessible location for a period of no fewer than five years after final payment under this Agreement. Upon request, Contractor shall make available to the Alameda County Social Services Agency staff and other authorized representatives, all of the files, records, documents, and other required data for monitoring and auditing purposes.

## **VIII. Contract Requirements**

### **A. Marketing**

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

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](http://www.fostercaretraining.org).

### **B. Contract Monitoring**

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

### **B. Language Access Requirement for Contractors**

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

### **C. Confidentiality—Contract Provisions**

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

**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 (INSERT NAME OF CONTRACTOR) 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  
Contracts Office  
1111 Jackson St., Suite 103  
Oakland, CA 94607  
Email: [ContractsCustomer@acgov.org](mailto: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.

\_\_\_\_\_  
Client's Name (printed)

\_\_\_\_\_  
Client's Signature

\_\_\_\_\_  
Date

(5/9/17)

**POLITICA PARA QUEJAS DE CLIENTES**

**QUE HACER SI USTED TIENE UNA QUEJA**

Si usted tiene una queja acerca del rendimiento de **(INSERT NAME OF CONTRACTOR)** 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 **(INSERT NAME OF CONTRACTOR)** 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](mailto: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.

\_\_\_\_\_  
Nombre del Cliente (favor de imprimir)

\_\_\_\_\_  
Firma del Cliente

\_\_\_\_\_  
Fecha

(5/9/17)

(Revised: 07/01/12)

**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.

## CONFIDENTIALITY-CONTRACT PROVISIONS

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

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

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

## EXHIBIT B- TERMS OF PAYMENT

<b>Contracting Department</b>	Children & Family Services (CFS)
<b>Contractor Name</b>	Chabot-Las Positas Community College District
<b>Contract Period</b>	July 1, 2018 – June 30, 2019
<b>Type of Services</b>	Title IV-E Training Program
<b>Contract Amount</b>	\$6,000,000.00

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

### **I. Budget**

Contractor shall use all payments solely in support of the program budget, set forth by

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

### **II. Subcontracts**

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

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

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 \$6,000,000.00 and approximately \$8,272,158.00 in match provided by CLPCCD. The total amount expected to be claimed on the county expense claim for FY 2018-2019 services for this contract is \$14,272,158.00, which shall depend on the federal financial ratio (FFR) at the time of payment.

## **B. Federal Reimbursement**

There are two classes of cost for purposes of this contract: General Training and Organizational Training. General trainings shall increase the ability of service providers to support and assist foster and adoptive children; and assist managers and supervisors who manage 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 66.7567 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 50.07 percent, which is computed by multiplying the discount rate, 66.7567 percent by the federal sharing ratio for this class of cost, 75 percent. The federal share of Organizational Training is expected to be roughly 33.38 percent, which is computed by multiplying the discount rate, 66.7567 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 \$6,000,000.00 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 Invoice Statement of Costs as detailed in Exhibit B-1. Any budget adjustments, revisions to the service categories and service units within the contract must be approved by SSA Program Department prior to submitting invoices for payment to the County.

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

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

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

#### **IV. Invoicing Procedures**

- A. In order for the County to meet yearend closing deadlines, Contractors must submit their 4<sup>th</sup> quarter's invoice by July 15.
- B. 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 16, 2018, January 15, 2019, April 16, 2019 and July 16, 2019.

Contractor shall send or deliver originally signed invoices to:  
Alameda County Social Services Agency/Contracts Office  
1111 Jackson Street, 1<sup>st</sup> Floor, Suite 103  
Oakland, CA 94607  
Attn: Karen Bridges, Program Financial Specialist– QIC 23501

#### **V. Funding and Reporting Requirements**

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

#### **VI. Termination Provisions**

##### **A. Termination for Cause**

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

Without prejudice to the foregoing, Contractor agrees that if prior to or subsequent to the termination or expiration of the Agreement upon any final or interim audit by County, Contractor shall have failed in any way to comply with any requirements of this Agreement, then Contractor shall pay to County forthwith whatever sums are so disclosed to be due to County (or shall, at County's election, permit County to

deduct such sums from whatever amounts remain 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.

**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
<b>A Commercial General Liability</b> 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>B Commercial or Business Automobile Liability</b> 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
<b>C Workers' Compensation (WC) and Employers Liability (EL)</b> Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
<b>D Professional Liability/Errors &amp; Omissions</b> Includes endorsements of contractual liability	\$1,000,000 per occurrence \$2,000,000 project aggregate
<b>E Endorsements and Conditions:</b> <ol style="list-style-type: none"> <li>1. <b>ADDITIONAL INSURED:</b> 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></li> <li>2. <b>DURATION OF COVERAGE:</b> 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.</li> <li>3. <b>REDUCTION OR LIMIT OF OBLIGATION:</b> 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.</li> <li>4. <b>INSURER FINANCIAL RATING:</b> 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.</li> <li>5. <b>SUBCONTRACTORS:</b> 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.</li> <li>6. <b>JOINT VENTURES:</b> 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"> <li>— 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.</li> <li>— Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured.</li> </ul> </li> <li>7. <b>CANCELLATION OF INSURANCE:</b> All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation.</li> <li>8. <b>CERTIFICATE OF INSURANCE:</b> 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:                       Contracts Office 1111 Jackson Street, 1<sup>st</sup> floor, Suite 103, Oakland, CA 94607                 </li> </ol>	

## 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**