

EXHIBIT A
PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS

Contracting Department	Children and Family Services
Contractor Name	Chabot-Las Positas Community College District
Services	Group Home/Foster Homes, Title IV-E Training

I. Program Name

Title IV-E Training

II. Contracted Services

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

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

III. Program Information and Requirements

A. Program Goals:

Contractor shall provide trainings in two distinct categories:

1. 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.

2. 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:

- a. Seneca Family of Agencies
- b. Fred Finch Youth Center
- c. Lincoln
- d. A Better Way
- e. Alternative Family Services
- f. Family Paths

- g. WestCoast Children's Clinic
- h. Children's Hospital & Research Center at Oakland d/b/a UCSF Benioff Children's Hospital Oakland
- i. Bay Area Youth Center
- j. First Place for Youth
- k. East Bay Agency for Children
- l. Sunny Hills
- m. 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.

B. Target Population:

Contractor will provide Title IV-E Federally funded training programs to SSA staff, group home providers, foster family agency staff and foster parents.

C. Program Requirements:

1. 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.

2. 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.

3. 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.

4. Contract Requirements

a. Marketing

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

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

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

b. Contract Monitoring

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

IV. Reporting and Requirements

- A. Contractor shall submit a quarterly Invoice/Statement of Costs as described in Exhibit B: due dates are October 16, 2019, January 15, 2020, April 16, 2020 and July 16, 2020.
- 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, 2020) 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.

V. 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.

VI. Contractor Responsibilities – Client Grievance Policy

SSA Contractors are required to have a Client Grievance Policy in place and to disclose the policy to all SSA 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.

VII. Language Access Requirement for Contractors

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

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**

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)

A

ANEXO A

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**

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-hours-a-day, 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. Ensure project compliance with written corrective action plans as may be mandated by the County.

EXHIBIT B- TERMS OF PAYMENT

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

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

I. Budget

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

Contractor shall serve as a vendor to Alameda County Social Services Agency (SSA) to deliver the training services described in Exhibit A. The maximum amount in payments for services to Contractor is \$6,000,000 and approximately \$8,272,158 in match provided by Contractor. The total amount expected to be claimed on the county expense claim for

FY 2019-2020 services for this contract is \$14,272,158, which shall depend on the federal financial ratio (FFR) at the time of payment.

B. Contract Term:

The contract term is from July 1, 2019 to June 30, 2020.

C. 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.

D. Responsibility to Monitor Expenditure Levels

Maximum payment for services rendered by vendor (Chabot-Las Positas Community College District) under this contract shall not exceed the amount of \$6,000,000 for the term of this agreement. It is the obligation of the Contractor to monitor all expenditures and take appropriate corrective preventive measures including the timely notification of Alameda County 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.

E. 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

The Auditor-Controller's Office accepts electronic invoices. The contractors can submit an original signed invoice or email it electronically.

- A. In order for the County to meet yearend closing deadlines, Contractors must submit their 4th quarter's April and May invoices by June 10. The June invoice must be submitted 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, 2019, January 15, 2020, April 16, 2020 and July 16, 2020.

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

V. Funding and Reporting Requirements

- A. 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 (form 110-9) with Alameda County Social Services Agency is based on the estimated amount at the time the contract was executed. This does not affect the total contract amount that was awarded to your agency. The actual federal expenditure amount, if any, will be available to contractors by October of the following fiscal year and Contractor shall contact SSA Contract Liaison to receive this information.

VI. Termination Provisions

A. Termination for Cause

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

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

Chabot-Las Positas Community College District (CLPCCD)

Exhibit B-1

Month, year of trainings	1 Invoice Costs	2 Reimbursement % Rate	3 IV-E Reimbursement Expense	4 CLPCCD provided match
Direct Training Services				
A. Total General Training	Cost for fixed unit courses	County FFR rate multiplied by 75% federal sharing ratio	Total amount of General Training Costs that are IV-E reimbursable (A1x A2)	Total amount of General Training Costs that are not reimbursable, counted as match (A1-A3)
B. Fee for Services Training	Cost for Fee for Service training courses and activities	County FFR rate multiplied by 75% federal sharing ratio	Total amount of Fee For Service training costs that are IV-E reimbursable (B1x B2)	Total amount of Fee for Service Training Costs that are not reimbursable, counted as match (B1-B3)
C. Subtotal Direct Training	Total amount of direct training costs (A1+B1)	County FFR rate multiplied by 75% federal sharing ratio	Total amount of direct training costs that are IV-E reimbursable (A3x A3)	Total amount of direct training costs that are not reimbursed, counted as match (A4 +B4)
Contract Management				
D. Indirect Costs	Indirect Contract Costs	County FFR rate multiplied by 50% federal sharing ratio	Total amount of indirect costs that are IV-E reimbursable (D1x D2)	Total amount of Indirect costs that are not reimbursable, count as match (D1-D3)
Total				
E. Total Costs	Total cost of training for this month (to be billed to State) (C1+D1)		Total amount of training costs that are IV-reimbursable (C3+D3)	Total amount of training costs that are not reimbursed, count as match (C4+D4)

EXHIBIT 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 Endorsements and Conditions:	
<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: Contracts Office 1111 Jackson Street, 1st Floor, Suite 103, 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 (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.

(N/A for the Social Services Agency – leave this Exhibit Blank:
Consult with your supervisor for your specific contract on HIPAA requirements)

EXHIBIT E

HIPAA BUSINESS ASSOCIATE AGREEMENT

INTENTIONALLY OMITTED

This Exhibit, the HIPAA Business Associate Agreement (“Exhibit”) supplements and is made a part of the underlying agreement (“Agreement”) by and between the County of Alameda, (“County” or “Covered Entity”) and _____, (“Contractor” or “Business Associate”) to which this Exhibit is attached. This Exhibit is effective as of the effective date of the Agreement.

I. RECITALS

Covered Entity wishes to disclose certain information to Business Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information (“PHI”); Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the “HITECH Act”), the regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”), and other applicable laws; and The Privacy Rule and the Security Rule in the HIPAA Regulations require Covered Entity to enter into a contract, containing specific requirements, with Business Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, sections 164.314(a), 164.502(e), and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and as contained in this Agreement.

II. STANDARD DEFINITIONS

Capitalized terms used, but not otherwise defined, in this Exhibit shall have the same meaning as those terms are defined in the HIPAA Regulations. In the event of an inconsistency between the provisions of this Exhibit and the mandatory provisions of the HIPAA Regulations, as amended, the HIPAA Regulations shall control. Where provisions of this Exhibit are different than those mandated in the HIPAA Regulations, but are nonetheless permitted by the HIPAA Regulations, the provisions of this Exhibit shall control. All regulatory references in this Exhibit are to HIPAA Regulations unless otherwise specified.

The following terms used in this Exhibit shall have the same meaning as those terms in the HIPAA Regulations: Data Aggregation, Designated Record Set, Disclosure, Electronic Health Record, Health Care Operations, Health Plan, Individual, Limited Data Set, Marketing, Minimum Necessary, Minimum Necessary Rule, Protected Health Information, and Security Incident.

The following term used in this Exhibit shall have the same meaning as that term in the HITECH Act: Unsecured PHI.

III. SPECIFIC DEFINITIONS

Agreement. "Agreement" shall mean the underlying agreement between County and Contractor, to which this Exhibit, the HIPAA Business Associate Agreement, is attached.

Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 C.F.R. section 160.103, the HIPAA Regulations, and the HITECH Act, and in reference to a party to this Exhibit shall mean the Contractor identified above. "Business Associate" shall also mean any subcontractor that creates, receives, maintains, or transmits PHI in performing a function, activity, or service delegated by Contractor.

Contractual Breach. "Contractual Breach" shall mean a violation of the contractual obligations set forth in this Exhibit.

Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 C.F.R. section 160.103, and in reference to the party to this Exhibit, shall mean any part of County subject to the HIPAA Regulations.

Electronic Protected Health Information. "Electronic Protected Health Information" or "Electronic PHI" means Protected Health Information that is maintained in or transmitted by electronic media.

Exhibit. "Exhibit" shall mean this HIPAA Business Associate Agreement.

HIPAA. "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.

HIPAA Breach. "HIPAA Breach" shall mean a breach of Protected Health Information as defined in 45 C.F.R. 164.402, and includes the unauthorized acquisition, access, use, or Disclosure of Protected Health Information which compromises the security or privacy of such information.

HIPAA Regulations. "HIPAA Regulations" shall mean the regulations promulgated under HIPAA by the U.S. Department of Health and Human Services, including those set forth at 45 C.F.R. Parts 160 and 164, Subparts A, C, and E.

HITECH Act. "HITECH Act" shall mean the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the "HITECH Act").

Privacy Rule and Privacy Regulations. "Privacy Rule" and "Privacy Regulations" shall mean the standards for privacy of individually identifiable health information set forth in the HIPAA Regulations at 45 C.F.R. Part 160 and Part 164, Subparts A and E.

Secretary. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services ("DHHS") or his or her designee.

Security Rule and Security Regulations. "Security Rule" and "Security Regulations" shall mean the standards for security of Electronic PHI set forth in the HIPAA Regulations at 45 C.F.R. Parts 160 and 164, Subparts A and C.

IV. PERMITTED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATE

Business Associate may only use or disclose PHI:

- A. As necessary to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or Disclosure would not violate the Privacy Rule if done by Covered Entity;
- B. As required by law; and
- C. For the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

V. PROTECTION OF PHI BY BUSINESS ASSOCIATE

- A. *Scope of Exhibit.* Business Associate acknowledges and agrees that all PHI that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording and electronic display, by Covered Entity or its operating units to Business Associate, or is created or received by Business Associate on Covered Entity's behalf, shall be subject to this Exhibit.
- B. *PHI Disclosure Limits.* Business Associate agrees to not use or further disclose PHI other than as permitted or required by the HIPAA Regulations, this Exhibit, or as required by law. Business Associate may not use or disclose PHI in a manner that would violate the HIPAA Regulations if done by Covered Entity.
- C. *Minimum Necessary Rule.* When the HIPAA Privacy Rule requires application of the Minimum Necessary Rule, Business Associate agrees to use, disclose, or request only the Limited Data Set, or if that is inadequate, the minimum PHI necessary to accomplish the intended purpose of that use, Disclosure, or request. Business Associate agrees to make uses, Disclosures, and requests for PHI consistent with any of Covered Entity's existing Minimum Necessary policies and procedures.

- D. *HIPAA Security Rule.* Business Associate agrees to use appropriate administrative, physical and technical safeguards, and comply with the Security Rule and HIPAA Security Regulations with respect to Electronic PHI, to prevent the use or Disclosure of the PHI other than as provided for by this Exhibit.
- E. *Mitigation.* Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or Disclosure of PHI by Business Associate in violation of the requirements of this Exhibit. Mitigation includes, but is not limited to, the taking of reasonable steps to ensure that the actions or omissions of employees or agents of Business Associate do not cause Business Associate to commit a Contractual Breach.
- F. *Notification of Breach.* During the term of the Agreement, Business Associate shall notify Covered Entity in writing within twenty-four (24) hours of any suspected or actual breach of security, intrusion, HIPAA Breach, and/or any actual or suspected use or Disclosure of data in violation of any applicable federal or state laws or regulations. This duty includes the reporting of any Security Incident, of which it becomes aware, affecting the Electronic PHI. Business Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized use or Disclosure required by applicable federal and/or state laws and regulations. Business Associate shall investigate such breach of security, intrusion, and/or HIPAA Breach, and provide a written report of the investigation to Covered Entity's HIPAA Privacy Officer or other designee that is in compliance with 45 C.F.R. section 164.410 and that includes the identification of each individual whose PHI has been breached. The report shall be delivered within fifteen (15) working days of the discovery of the breach or unauthorized use or Disclosure. Business Associate shall be responsible for any obligations under the HIPAA Regulations to notify individuals of such breach, unless Covered Entity agrees otherwise.
- G. *Agents and Subcontractors.* Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions, conditions, and requirements that apply through this Exhibit to Business Associate with respect to such information. Business Associate shall obtain written contracts agreeing to such terms from all agents and subcontractors. Any subcontractor who contracts for another company's services with regards to the PHI shall likewise obtain written contracts agreeing to such terms. Neither Business Associate nor any of its subcontractors may subcontract with respect to this Exhibit without the advanced written consent of Covered Entity.
- H. *Review of Records.* Business Associate agrees to make internal practices, books, and records relating to the use and Disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to Covered Entity, or at the request of Covered Entity to the Secretary, in a time and manner designated by Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Regulations. Business Associate agrees to make copies of its HIPAA training records and HIPAA business associate agreements with agents and subcontractors available to Covered Entity at the request of Covered Entity.

- I. *Performing Covered Entity's HIPAA Obligations.* To the extent Business Associate is required to carry out one or more of Covered Entity's obligations under the HIPAA Regulations, Business Associate must comply with the requirements of the HIPAA Regulations that apply to Covered Entity in the performance of such obligations.
- J. *Restricted Use of PHI for Marketing Purposes.* Business Associate shall not use or disclose PHI for fundraising or Marketing purposes unless Business Associate obtains an Individual's authorization. Business Associate agrees to comply with all rules governing Marketing communications as set forth in HIPAA Regulations and the HITECH Act, including, but not limited to, 45 C.F.R. section 164.508 and 42 U.S.C. section 17936.
- K. *Restricted Sale of PHI.* Business Associate shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of Covered Entity and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by Covered Entity to Business Associate for services provided pursuant to the Agreement.
- L. *De-Identification of PHI.* Unless otherwise agreed to in writing by both parties, Business Associate and its agents shall not have the right to de-identify the PHI. Any such de-identification shall be in compliance with 45 C.F.R. sections 164.502(d) and 164.514(a) and (b).
- M. *Material Contractual Breach.* Business Associate understands and agrees that, in accordance with the HITECH Act and the HIPAA Regulations, it will be held to the same standards as Covered Entity to rectify a pattern of activity or practice that constitutes a material Contractual Breach or violation of the HIPAA Regulations. Business Associate further understands and agrees that: (i) it will also be subject to the same penalties as a Covered Entity for any violation of the HIPAA Regulations, and (ii) it will be subject to periodic audits by the Secretary.

VI. INDIVIDUAL CONTROL OVER PHI

- A. *Individual Access to PHI.* Business Associate agrees to make available PHI in a Designated Record Set to an Individual or Individual's designee, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.524. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.
- B. *Accounting of Disclosures.* Business Associate agrees to maintain and make available the information required to provide an accounting of Disclosures to an Individual as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.528. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.
- C. *Amendment to PHI.* Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set as directed or agreed to by Covered Entity pursuant to 45 C.F.R.

section 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.526. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.

VII. TERMINATION

- A. *Termination for Cause.* A Contractual Breach by Business Associate of any provision of this Exhibit, as determined by Covered Entity in its sole discretion, shall constitute a material Contractual Breach of the Agreement and shall provide grounds for immediate termination of the Agreement, any provision in the Agreement to the contrary notwithstanding. Contracts between Business Associates and subcontractors are subject to the same requirement for Termination for Cause.
- B. *Termination due to Criminal Proceedings or Statutory Violations.* Covered Entity may terminate the Agreement, effective immediately, if (i) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that Business Associate has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which Business Associate has been joined.
- C. *Return or Destruction of PHI.* In the event of termination for any reason, or upon the expiration of the Agreement, Business Associate shall return or, if agreed upon by Covered Entity, destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall retain no copies of the PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

If Business Associate determines that returning or destroying the PHI is infeasible under this section, Business Associate shall notify Covered Entity of the conditions making return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Exhibit to such PHI and limit further uses and Disclosures to those purposes that make the return or destruction of the information infeasible.

VIII. MISCELLANEOUS

- A. *Disclaimer.* Covered Entity makes no warranty or representation that compliance by Business Associate with this Exhibit, HIPAA, the HIPAA Regulations, or the HITECH Act will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate is or will be secure from unauthorized use or Disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.

- B. *Regulatory References.* A reference in this Exhibit to a section in HIPAA, the HIPAA Regulations, or the HITECH Act means the section as in effect or as amended, and for which compliance is required.
- C. *Amendments.* The parties agree to take such action as is necessary to amend this Exhibit from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA, the HIPAA Regulations, and the HITECH Act.
- D. *Survival.* The respective rights and obligations of Business Associate with respect to PHI in the event of termination, cancellation or expiration of this Exhibit shall survive said termination, cancellation or expiration, and shall continue to bind Business Associate, its agents, employees, contractors and successors.
- E. *No Third Party Beneficiaries.* Except as expressly provided herein or expressly stated in the HIPAA Regulations, the parties to this Exhibit do not intend to create any rights in any third parties.
- F. *Governing Law.* The provisions of this Exhibit are intended to establish the minimum requirements regarding Business Associate's use and Disclosure of PHI under HIPAA, the HIPAA Regulations and the HITECH Act. The use and Disclosure of individually identified health information is also covered by applicable California law, including but not limited to the Confidentiality of Medical Information Act (California Civil Code section 56 *et seq.*). To the extent that California law is more stringent with respect to the protection of such information, applicable California law shall govern Business Associate's use and Disclosure of confidential information related to the performance of this Exhibit.
- G. *Interpretation.* Any ambiguity in this Exhibit shall be resolved in favor of a meaning that permits Covered Entity to comply with HIPAA, the HIPAA Regulations, the HITECH Act, and in favor of the protection of PHI.

This EXHIBIT, the HIPAA Business Associate Agreement is hereby executed and agreed to by **CONTRACTOR:**

Name: Chabot-Las Postias Community College District

By (Signature): _____

Print Name: Doug Roberts

Title: Interim-Vice Chancellor, Business Services

(6/28/2013)

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: Doug Roberts TITLE: Interim-Vice Chancellor, Business Services

SIGNATURE: _____ DATE: _____

EXHIBIT G

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

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

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

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

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

NAME: Chabot-Las Positas Community College District

PRINCIPAL: Doug Roberts

TITLE: Interim-Vice Chancellor, Business Services

SIGNATURE: _____

DATE: _____

SAMPLE

**CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT
AND
AGENCY
CONTRACT FOR SERVICES
ALAMEDA COUNTY**

This Contract for Services is made and entered into this _____ day of _____ 2019, by and between Chabot-Las Positas Community College District hereinafter referred to as *District*, and AGENCY, hereinafter referred to as *Contractor*.

WHEREAS, the *Contractor* desires to provide and receive contract education and training for Alameda County (hereinafter referred to as *County*) providers and caregivers serving dependent children/youth and their families beginning on July 1, 2019 and ending on June 20, 2020;

WHEREAS, the *District* has the capability to provide contract education and training during this period;

NOW THEREFORE, it is mutually agreed that the parties referred to above will adhere to the provisions listed below:

Contractor shall:

- 1) Consult with *District* staff to coordinate the design of the education and training to be provided in order to meet training needs.
- 2) Provide training which increases the ability of staff and caregivers to provide support and assistance to foster, probation and adoptive children, youth and their families.
 - 2.1) The goal of this Contract is to expand the knowledge and skills of providers and caregivers serving dependent children, youth and their families across Alameda County. To that end, *Contractor* shall ensure at least 60% of the Contract is utilized for learning activities that are open to providers and caregivers outside *Contractor* agency.
 - 2.2) The trainings will be offered via lecture, group discussions, and interactive activities as well as through distance education programs.
- 3) Ensure and verify that all training activities qualify for the enhanced 75% rate and attendees are qualified participants according to the Federal Title IV-E guidelines. *Contractor* shall consult with *District* for clarification when necessary.
 - 3.1) An individual, different than the individual preparing the invoice, will provide quality assurance (QA) and review the invoice to ensure alignment with federal regulations, as well as contract requirements and guidelines.

3.2) **Contractor's** Chief Financial Officer or Chief Executive Officer, the individual creating the invoice, and the individual providing the QA for the invoice will sign each invoice certifying that the "invoice reflects actual direct and indirect qualified costs, as defined by 45 CFR §§235.66 and 1356.60, incurred by **Contractor** in the provision of Title IV-E training."

4) Invoice **District** up to the maximum amount of this Contract: \$ _____

4.1) Allowable expenses for trainings shall include the following:

4.1.1) Salaries, fringe benefits, travel and per diem costs for staff trainers and/or outside subject matter experts.

4.1.2) Training supplies, postage, and purchase or development of training materials.

4.1.3) Training venue

4.1.4) Administrative and training oversight personnel and overhead costs directly applicable to the trainings.

4.2) Most training will be delivered on a fixed unit price basis, at the rate of \$200.00 per hour of instruction or curriculum development.

4.2.1) All expenses, including curriculum development units and training hours, must represent actual expenses incurred and documented.

4.2.2) Annual curriculum development hours/units can equal up to 40% of the total hours/units allocated on a fix unit price basis.

4.2.3) Classes must have a minimum of six participants, based on a minimum ratio of one instructor for every six participants, to qualify for payment. Requests for waivers of this 6:1 rule may be made. It is the **District** Child Welfare Training Directors' sole discretion as to whether the 6:1 student to instructor rule will be waived.

4.3) For those trainings costing more than the fixed unit price, the **Contractor** will charge on a fee for service basis. Fee for service is a direct cost reimbursement and **Contractor** must supply all required documentation including documentation of participant and content eligibility for funding source, as well as expense receipts (see documentation requirements in section 5).

4.3.1) Up to 5% of total contract may be utilized on a fee for service basis.

4.3.2) Fee for service training expenses expected to exceed \$5,000 require prior written approval from **District**.

5) Submit monthly summary invoices with a breakdown of fixed unit price and fee for service activities, listing the total amount due. Monthly invoices shall include the following:

5.1) A Microsoft Excel spreadsheet (template provided by **District**) listing all trainings with eligible title, time, location, whether the training was available to participants outside **Contractor's** staff/ caregivers, and number of participants by type.

5.2) A list of training participants' agency names for the month.

5.3) A breakdown of the expenses being billed for the month, cumulative percent of fee for service funds utilized, cumulative percent of total trainings open to participants outside **Contractor** agency, and remaining balance on Contract.

5.4) Back-up documentation required for all training activities (fixed unit and fee for service):

5.4.1) Materials that identify qualifications (e.g., resumes) of all persons paid under this Contract to provide training (if not previously submitted). All staffing is subject to **District's** approval.

5.4.2) A course description or training summary outlining eligibility of learning activity at the 75% enhanced Title IV-E rate, as well as activities to support the transfer of learning (application of skills and knowledge to enhance job performance).

5.4.3) A sign-in sheet with the location of the training, training topic, instructor's name(s), list of attendees and their agency names, type of participants, and the date and time class started and ended; all to be verified with the instructor's signature.

5.4.3.1) The types of participants include service provider staff, foster family agency staff, group home/ Short Term Residential Treatment Program (STRTP) staff, resource family/ caregivers, county social workers and other participants.

5.4.3.2) Sign in sheets for classes that are open to Alameda County workers must include space for workers to include their employee ID number.

5.4.3.3) Fee for service activities conducted outside a classroom environment do not need a sign in sheet but need to include documentation that the participant(s) and content qualify(ies) under Title IV-E regulations.

5.4.4) A summary of evaluation data including three measures: effectiveness of trainer, materials, and content

5.4.4.1) At least 6 evaluations per trainer, and up to 20 randomly selected evaluations must be included in the evaluation summary and individual hard copies

5.4.4.2) If fewer than 75% of the class does not rate the quality of the course as 3.0 or better, the instructor and curriculum shall be reviewed and steps taken to assure success in subsequent trainings. Additional training shall be provided to students to ensure that they receive a quality, engaging educational experience.

5.4.4.3) Non-classroom-based learning activities are exempt from the evaluation requirement.

5.4.5) Written approval for participant exemptions and fee for service trainings exceeding \$5,000 must be submitted with corresponding back-up documentation.

5.4.6) Fee for service learning activities must include a summary of expenses and corresponding receipts.

6) Monthly invoices

6.1) Invoices for the months of July through April are to be submitted to the **District** on a monthly basis and **by the tenth of the month**.

6.1.1) For example, January 2020's invoice, for services provided July 1, 2019 through January 31st, 2020 will be due February 10th, 2020.

6.2) May 2019's invoice is due by **June 4th**, 2020.

- 6.3) June 2019's invoice, (including all training services that have not been previously invoiced) through June 20th, 2020, is due **June 28, 2020**.
- 6.4) Expenses incurred between June 21, 2020 and June 30, 2020 **will not be reimbursed**.

- 6.5) **Contractor** shall mail or deliver originally signed invoices with backup documentation to the **District's** designated agent:

Child Welfare Training- Contract Education Department
Chabot-Las Positas Community College District
7600 Dublin Blvd., Suite 102, Dublin, CA 94568
(925) 249-9369

- 6.6) **Contractor** shall provide an electronic version of the invoice in Microsoft Excel to the **District** on or before that month's invoice's due date, at cwinvoices@clpccd.org.

- 6.7) Any classes that were not included in the appropriate month's invoice may be included in a later invoice, as long as required documentation is included. Classes not included in or before the June 28th, 2020 invoice will not be accepted if submitted late, is incorrect or has missing documentation.

7) Quality Assurance for Invoices

- 7.1) The **District** will not accept invoices that are not correct mathematically or do not have correct back up documentation.

7.2) Contractor will ensure a quality review of all invoices before submittal. Invoices are to be correct mathematically, to have correct and complete back up documentation for each activity, include requisite signatures and be delivered on time.

7.3) Only one invoice submission will be allowed each month.

7.4) **Errors or incomplete items on invoices will result in the line item being withdrawn from that month's invoice.**

7.5) Contractor may resubmit the item with correction or documentation in subsequent invoices, up to the invoice due by June 28th, 2020.

7.6) Any errors or omissions on the June 28th, 2020 invoice will be eliminated without the ability to resubmit.

- 8) Provide training information for ALL open trainings to be posted on the **District** hosted training website as soon as possible, but not later than 10 days prior to the month of the training. Information shall be provided to **District** website contact.

- 9) Complete a year-end report due on **August 30, 2020**. Year-end reporting requirements including the following:

9.1) Overview of program.

9.2) Training topics delivered and percentage of classes open to other agencies.

9.3) Total number of training hours delivered

9.4) Breakdown of types of participants (see section 5.4.3.1)

9.5) List of participating agencies

9.6) Total reimbursed by month

- 9.7) Review of challenges and how to avoid them in the future as well as successes and how to sustain them
- 10) Participate in all audit preparation and implementation by *District*, *County* or other oversight entity.
- 11) All expenses are to be the sole responsibility of *Contractor*. Payment is on a fixed unit price and fee for service basis for qualifying expenses with proper documentation, only.
- 12) Payment of *Contractor's* invoices by *District* is anticipated to be within sixty (60) days after receipt of invoice for each month. Delay in payment does not nullify the requirement of timely delivery of invoices and back-up materials as outlined in Section 5 of this contract.
- 13) *Contractor* shall NOT hire nor compensate *County* employees to perform any part of the work or services provided for herein except upon written approval of *District*.
- 14) *Contractor* shall NOT hire nor compensate from any contract funds any member of its governing body or the *District's* Board of Trustees, nor any business in which such member, or the spouse, parent or child of such a member, owns or otherwise controls more than five percent (5%) of the equity of such business, without written consent of the *District*.
- 15) *Contractor* agrees to adhere to and be bound by all additional requirements imposed on *District* by *County* and its Master Contract with *District*, which is attached herein (Exhibit A.) Such requirements, incorporated by reference, include but are not limited to contract monitoring, certification/licensure of instructors, client grievance, confidentiality, indemnification, insurance, and audit requirements.
- 16) *Contractor* agrees to invoice only for expenses not already reimbursed by *County*, by other entities, or through other income-generating activities.
- 17) *Contractor* is responsible for all costs disallowed by the *District* pursuant to Section 24 of this Contract.
- 18) *Contractor* shall maintain all pertinent records for five (5) years after final payment or until all pending *County*, State of California, Federal, or *District* audits are complete, whichever is later, and make them available to *District*, *County*, State of California, Federal staff or their agents, upon request of *District*.
- 19) **Indemnification and Hold Harmless.** *Contractor* agrees to defend, indemnify and save harmless *District*, including all of its boards, agencies, departments, officers, employees, agents and volunteers against any and all claims or lawsuits (whether against *Contractor*, *District* or others) judgments, debts, demands and liability, including those arising from injuries or death of persons and for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by *Contractor*, save and except claims or litigation arising through the

sole active negligence, and/or sole willful misconduct of **District**. **District** shall defend, and save harmless **Contractor** and its directors, officers, employees, agents and volunteers against any and all claims or lawsuits (whether against **Contractor**, **District**, or others), judgments, debts, demands and liability, including those arising from injuries or death of persons and for damages to property, arising directly or indirectly out of (1) the sole willful misconduct or (2) the sole active negligence of **District** and its officers, employees, agents and volunteers. The **District** shall indemnify and hold the **Contractor** free and harmless of and from all liability, judgments, costs, damages, claims or demands, arising out of the **District's** unjustified failure to comply with or perform the **District's** obligations under this Contract.

20) Insurance.

20.1) **Contractor**, at its sole cost and expense, shall obtain and maintain in full force during the term of the Contract, the following types of insurance:

20.1.1) Commercial General Liability, including operations, products and completed operations, and broad form property damage, in the minimum amount of \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Coverage must also include a minimum amount of \$100,000 fire legal liability.

20.1.2) Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 CSL bodily injury and property damage, including owned, non-owned and hired automobiles. Also to include Uninsured/Underinsured Motorists coverage in the minimum amount of \$100,000 when there are owned vehicles.

20.1.3) Auto insurance in the minimum amount of \$1,000,000 CSL bodily injury and property damage for all employees and volunteers associated with the Contract.

20.1.4) Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of **Contractor** and Employer's Liability in the minimum amount of \$1,000,000.

20.1.5) Professional Liability coverage in the minimum amount of \$2,000,000 each occurrence and \$3,000,000 aggregate. If the professional liability coverage is "claims made", **Contractor** must purchase an extended reporting period endorsement (tail coverage) for a period of five (5) years after date when Contract is terminated, completed, or non-renewed.

20.1.6) The insurance carrier must have authorization to transact business in the State of California and be BEST rated A- or higher. **District** may withhold final payments due until satisfactory evidence of the tail coverage is provided by **Contractor** to **District**.

20.2) All insurance required shall be primary coverage as respects to the **District** and any insurance or self-insurance maintained by **District** shall be in excess of **Contractor's** insurance coverage and shall not contribute to it.

- 20.3) **District** is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
- 20.4) The **District**, its boards, agencies, departments, officers, employees, agents, and volunteers are to be named as Additional Insured as respects work done by **Contractor** under the terms of this Contract on all policies required (except Workers' Compensation).
- 20.5) Policies shall not be canceled, non-renewed or reduced in scope of coverage until after sixty days (60) written notice has been given to **District's** Business Services.
- 20.6) **Contractor** agrees to provide **District** with the following insurance documents on or before the effective date of this Contract:
- 20.6.1) Certificates of insurance for all required coverage;
 - 20.6.2) Additional Insured endorsements naming the **District** as additional insured (see 19.4);
 - 20.6.3) Sixty (60) Days' Notice Cancellation Clause endorsements.
- 20.7) Failure to provide these documents shall be grounds for immediate termination or suspension of this Contract.
- 21) **Contractor** is an independent contractor, and not an employee, agent or partner of, or joint venture with the **District**. Nothing in this Contract is intended to nor shall it be construed as creating the relationship of agent, servant, employee, partnership, joint venture, or association. As an independent contractor, **Contractor** will be solely responsible for determining the means and methods for performing the services described herein. **Contractor** shall further be responsible for deducting all federal, state and local income taxes, FICA and other charges, if any, to be deducted from the compensation of **Contractor's** employees. The **District** shall make no State or Federal unemployment insurance or disability insurance contributions on behalf of **Contractor** and/or its employees. Each and every person providing services to the **District** under this Contract shall, at all times, remain an employee or independent contractor of **Contractor**, unless otherwise employed by the **District** prior to the execution of this contract. **Contractor's** employees shall not, at any time, or in any way, be entitled to sick leave, vacations, retirement, or other fringe benefits from the **District**, nor shall they be entitled to overtime pay from the **District**. **Contractor** and/or its employees shall not be included in the classified or faculty service, have no property rights to any position, and have none of the rights an employee of the **District** may otherwise have in the event of termination of this Contract. Thus the **District** shall not exercise control over the methods by which **Contractor** performs services covered by the Contract. The interests and responsibilities of the **District** are to ensure the end result that such services are performed in accordance with the standards set forth in this Contract.

Chabot-Las Positas Community College District (District) shall:

- 22) Approve the training plan developed in response to the training needs defined by **County** to be provided via this Contract.

- 23) Monitor all training activities to ensure compliance and that backup documentation is being maintained and that payments reflect actual allowable activity.
- 24) Reimburse **Contractor** for invoiced allowable training services on a fixed unit price or fee for service basis up to the maximum amount of this Contract, in accordance with the agreed upon training plan and calendar after **Contractor's** invoice and its attachments have been reviewed and verified by **District** staff for accuracy and completeness.
- 25) Conditions Prerequisite to Payments. Notwithstanding any other provision of this Contract, **District** may elect not to make a particular payment on the Contract if:
- 25.1) Misrepresentation. **Contractor** shall have made a material misrepresentation with respect to the information furnished under this Contract to **District**.
- 25.2) Litigation. A judgment against **Contractor** remains unsatisfied; or a restraining order, injunctive order or judicial decree remains in effect which requires action or conduct on the part of **Contractor**, which materially reduces **Contractor's** ability to perform under this Contract.
- 25.3) Default. **Contractor** is in default under any provisions of this Contract and has not cured or taken reasonably prompt steps to commence the curing of such default.
- 25.4) Fiscal Reporting. **Contractor** shall not have submitted the required statements and reports, whether of a fiscal or a non-fiscal nature, as specified in this Contract.
- 25.5) Availability of funds. The **District's** obligation under this Contract is subject to the availability of authorized funds. The **District** may terminate the Contract, or any part of the contract work, without prejudice to any right or remedy of the **District**, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Contract, or any subsequent amendment, the **District** may, upon written notice to the **Contractor**, terminate this Contract in whole or in part.
- 25.5.1) This Contract is void and unenforceable if all or part of federal, State of California, or **County** funds applicable to this Contract are not available to **District**. If applicable funding is reduced, **District** may either:
- 25.5.1.1) Cancel this Contract; or,
- 25.5.1.2) Offer a contract amendment reflecting the reduced funding.
- 26) Cancellations – Both **District** and **County** retain the right to cancel any class that is offered under this Contract no later than seven (7) days before the first meeting of the class. Additionally, if there are fewer than six (6) registrants for a scheduled class, the class may be cancelled for lack of participation.
- 27) **District** will not claim State apportionment for any participants trained under this Contract.

28) Either party may terminate this Contract with thirty (30) days written notice between those parties who sign this Contract. In the event of termination, **Contractor** agrees to reimburse **District** for costs incurred. Any training block in progress at the time of such notice or effective date of termination shall be allowed to finish.

SIGNATURES

_____	_____
President and CEO <i>AGENCY</i>	Date

_____	_____
Julia A. Dozier District Executive Director Economic Development & Contract Education Chabot-Las Positas Community College District	Date

Chabot-Las Positas Community College District

Request For Certificate of Insurance

Name: Elaine Colvin

Dept: Economic Development/Contract Education

Certificate Holder (i.e. The agency requesting the Certificate of Insurance.)

Name: County of Alameda, SSA Contract Office

Address: 111 Jackson Street, 1st Flr

Oakland, CA 94607

Attn: Karen Bridges, MSW

Description of Operations

Title IV-E Training

Is This a Special Event? (i.e. Is this off campus event a one time thing?)
Yes No

Event Dates & Time:

Location:

Sponsor:

Participants:

Details of Event:

Special Requirements:

Additional Insured/Additional Covered Party?*

Yes No

(i.e. Is the requesting Agency asking to be an additional insured?)

*If requesting Additional Insured/Additional Covered Party, please forward a copy of the contract or agreement along with the request.

Comments:

Send To:

Name: County of Alameda, SSA Contract Office

Address: 111 Jackson Street, 1st Flr

Oakland, CA 94607

Attn: Karen Bridges, MSW