

ALCOLINK Master Contract No.: 900035	Board of Supervisors Approval Date: 10/29/2019
Supplier ID: 27284	Agenda Item No.:4.1

Department Name: Workforce and Benefits Administration

**CBO MASTER CONTRACT ANNUAL RENEWAL AMENDMENT
FOR FISCAL YEAR (FY) 2021 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 2021, Program Description and Performance Requirements:

This contract will supply Career and Employment Services during the period of 07/01/2020 through 06/30/2021. Exhibit A FY 2021 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 2021, Terms of Payment: The amount payable under this Annual Renewal Amendment shall not exceed **\$504,463** Exhibit B FY 2021 entered into between the Social Services Agency of the County of Alameda and Contractor for the Master Contract referenced above, replaces and supersedes any and all previous Exhibit B's entered into between the Social Services Agency of the County of Alameda and Contractor for this Master Contract.

3. Exhibit C Insurance Requirements

4. Exhibit D Audit Requirements

5. Exhibit F Debarment and Suspension Certification

6. The following Exhibit is also attached to and incorporated into the Master Contract by this reference:

Exhibit E: HIPAA Business Associate Agreement (Intentionally Omitted)

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

COUNTY OF ALAMEDA

CONTRACTOR

By: _____

By: _____

Print or Type Name

Print or Type name

Title: Director, Social Services Agency

Title: _____

Date: _____

Date: _____

EXHIBIT A

PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS

Contracting Department	Workforce and Benefits Administration
Contractor Name	Chabot-Las Positas Community College District
Type of Services	Career and Employment Services for CalWORKs, CalFresh and General Assistance Participants.

I. Program Name

Career and Employment Services for CalWORKs, CalFresh and General Assistance Participants

II. Contracted Services

- A. The Alameda County Social Services Agency (ACSSA), Department of Workforce and Benefits Administration (WBA) will partner with the Chabot-Las Positas Community College District (CLPCCD) to provide career planning and employment services tailored for participants in WBA's California Work Opportunity and Responsibility to Kids (CalWORKs), Welfare-to-Work (WTW), and the General Assistance /CalFresh programs.
- B. As part of this pilot, CLPCCD staff will be co-located with WBA staff at a new Career and Employment Center (CEC) site that ACSSA opened in the city of Livermore, CA.
- C. The CEC and will share the responsibility of serving CalWORKs, General Assistance and/or CalFresh Employment and Training participants including, but not limited to, participants with limited work histories and education experiences, participants with gaps in employment due to a history of incarceration, substance abuse, mental health, domestic violence, and/or other barriers.

III. Program Information and Requirements

The CLPCCD will be responsible for providing the following program activities and services in accordance to CalWORKs, CalFresh and General Assistance State, Federal and local regulations as administered by WBA.

A. Orientation

- 1. The CLPCCD will provide participants with a presentation describing all the components of the CalWORKs Welfare-to-Work, General Assistance and CalFresh Employment and Training programs. The orientation will include information regarding participation requirements, rights and responsibilities, and available supportive services.

2. The CLPCCD will administer the Comprehensive Adult Student Assessment System (CASAS) test that measures and provides information about a participant's math and reading levels.
3. The CLPCCD will assist participants with understanding and completing all the required employment-related County program forms.

Note: Orientations are conducted in groups or on a one-on-one basis during regular office hours.

B. CalWORKs Appraisal

At the completion of the Orientation, the participant will be scheduled for a one-on-one Appraisal session that uses the "Online CalWORKs Appraisal Tool" (OCAT). OCAT is a Web-based tool that consists of a detailed comprehensive appraisal of the strengths, barriers, and overall work readiness of the CalWORKs participant.

During the OCAT Appraisal session, staff will interview the participant in order to obtain information about the participant's current skills, interests, and possible barriers to employment. The interview will also include the following:

1. A detailed explanation of available supportive services for Learning Disability (LD) screening and evaluation, Behavioral Health (Mental Health and Substance Use Disorder), and Domestic Violence (DV).
2. Information about child care, transportation, and other ancillary support services.
3. An explanation of Welfare-to-Work (WTW) exemptions and WTW 24 and 48-month time limits.
4. A discussion of the participant's employment skills, employment aspirations, employment history, education level, and English language proficiency;
5. A comprehensive screening for barrier identification with an emphasis on barrier identification and removal.

Based on the OCAT Appraisal information gathered during the session, staff will refer the participant to the next activity, which can include, but not be limited to:

1. Up to four weeks of Job Club/Job Search.
2. Assessment (ASM) for participants who present approvable verification documentation that they are part-time or full-time employed or who are attending part-time or full-time approved vocational training program.
3. A referral for treatment services or for a Learning Disability Screening.

Note: OCAT Appraisals are conducted on a one-on-one basis during regular office hours and both WBA and CLPCCD staff will share in the responsibility of conducting appraisals. It should also be noted that other than CalWORKs participants, GA and

CalFresh appraisals do not utilize OCAT but instead are done using a County paper appraisal tool.

- C. Four Week Job Club/Job Search Activity: Participants assigned to Job Club must be engaged each day while in their Job Club/Job Search activity for a total of seven hours per day, Mondays through Fridays. The CLPCCD will provide an open/entry, open/exit daily program, with employment related services that includes a schedule of structured activities that will:
1. Provide a schedule of services for each participant that will be maintained and monitored by the CLPCCD's onsite staff.
 2. Assign all participants with a schedule of program activities to help ensure that participants meet their mandatory daily and weekly hourly program participation requirements.
 3. Offer a variety of job search and job placement resources, activities and services that will be based on the individual learning needs of the participant.
 4. Provide participants with an Individualized Employment Plan (IEP) that will provide direction to the participant in identifying the most beneficial career path towards obtaining and maintaining sustainable employment.
 5. Provide participants with the skills and knowledge they will need in order to independently conduct and self-manage a successful job search process.
 6. Include group and one-on-one job search and job placement assistance.
 7. Provide a variety of relevant career and employment workshops, training courses and seminars.
 8. Provide referrals for resources and support services for individuals facing certain challenges, such as domestic violence, substance abuse, formerly incarcerated, and other issues that may potentially create a barrier to sustainable employment.
 9. Include, as needed, job search and job placement services specifically designed for the needs of formerly incarcerated individuals.
 10. Provide a computer- learning lab with Internet access that will allow participants to learn basic to advanced computer skills.
 11. Provide computer and Internet workstations for job search activities.
 12. Ensure that all participants are provided with a structured training program on the usage of the EASTBAY Works online system, CalJOBS. This includes registering and using the system to find employment opportunities, exploring the local labor market to learn about the different types of career and occupational options available to job seekers, and becoming knowledgeable about the local educational and training programs within Alameda County.
 13. The CLPCCD will collaborate with the Alameda County EASTBAY Works network to identify programmatic service linkages and resource sharing

opportunities whereby participants will have opportunities as needed to access services at the Workforce Innovation Opportunity Act (WIOA) funded One Stop Career Center. Such services can include, but are not limited to Universal, Basic and Individualized Services.

14. Conduct on-site employment recruitment events and job fairs.
 15. Teach participants how to access Earned Income Tax Credit information and assistance.
 16. Incorporate relevant labor market informational workshops with a focus on Alameda County as well as the surrounding Counties' labor market.
 17. Provide on-site staff who are expert at assisting all participants with developing their individualized resumes, cover letters and master applications.
 18. Provide an ongoing series of mock interview sessions and workshops.
 19. Utilize phone hotlines for job search purposes.
 20. Provide job retention services to ensure that participants placed in jobs have the support they will need to stay permanently employed.
 21. Provide Re-employment Services for participants who become unemployed.
- D. **Workshop Topics:** The following are suggested topics for possible workshops that could be offered on a rotating and/or on as needed basis depending on need:

- | | |
|--|---|
| 1. Business Communications | 2. Wages and Salary Negotiations |
| 3. Office computers, and the Internet | 4. Civil Service Exams |
| 5. Interviewing skills | 6. Informational Interview |
| 7. Networking and informational interviewing | 8. Employer Perspective (Guest Speaker) |
| 10. Life Skills | 9. Tax Credits |
| 12. Career Exploration | 11. Job Retention |
| 14. Managing your finances | 13. Mock Interview |
| 16. Employer expectations | 15. Developing a professional image |
| 18. Managing stress at work | 17. Work attitude and ethics |
| 20. The Local Labor Market | 19. Employer expectations |
| 22. Cover Letters, Resumes, and Interview Tips | 21. Preparing resumes and applications |
| | 23. Interviewing techniques |

E. **Training:** WBA will provide CLPCCD staff with training on the following:

1. How to Conduct Orientations
2. County and State employment-related forms
3. Online CalWORKs Appraisal Tool (OCAT)
4. Understanding the State and Federal CalWORKs regulations.
5. Service Flow Procedures
6. Conducting and writing effective Individual Employment Plans (I.E.P.) and Welfare-To-Work Plans.
7. CalWIN – County database.
8. CalWORKs 2.0

F. **Target Population:** WBA will determine eligibility for all participants referred to CLPCCD for services at the Career and Employment Center location. The following service populations will be referred by WBA to the CLPCCD to receive upfront services as well as career and employment services:

1. CalWORKs participants who are subject to WTW program participation hour requirements.
2. General Assistance recipients who are temporarily out of work and who may or may not be receiving CalFresh benefits.
3. CalFresh recipients receiving a monthly allotment to purchase nutritional food.
4. Exempt individuals who volunteer to participate in WTW activities.

Current Number of Eligible (non-exempt & volunteer) Participants			
Service Population	Dublin	Pleasanton	Livermore
CalWORKs (WTW eligible)	42	41	109
CalWORKs (WTW registered)	6	8	24
CF E&T (Non-exempt ABAWDs)	37	28	167
Totals	79	69	276

G. **Service Area:** The service area will focus on Alameda County residents who reside within the eastern portions of Alameda County that include the cities of Dublin, Pleasanton, and Livermore. Service Delivery Site:

Career and Employment Center
2481 Constitution Drive
Livermore, CA 94551

- H. **Hours/Days of Operation:** In order to make services broadly available to participants, the Career and Employment Services Center site will be available during times that will meet the needs of the referred participants. At a minimum, the Career and Employment Center must be open from 8:30 a. m. – 5:00 p.m., Monday through Friday. In addition, the CEC must ensure that arrangements are made to keep the service delivery available throughout the holiday seasons with limited closings for major holidays.
- I. **Program Procedures** - Procedures will be updated and adapted for the Career and Employment Center site for the roles and responsibilities as it pertains to the overall service flow.

Service Component	Approximate Length of Time	Responsible Staff	Notes
Orientation for CalWORKs, General Assistance & CalFresh	1 hour	CLPCCD	Regular office hours.
Required completion of program forms	1 hour	CLPCCD	Regular office hours.
CASAS (English/Math) Assessment	1 Hour	CLPCCD	Regular office hours. Week nights and Saturdays
Appraisal/Assessment OCAT – “Online CalWORKs Appraisal Tool”	1.5 Hours	WBA and CLPCCD	Regular office hours.
Job Club/Job Search Activities (Includes developing an IEP)	Up to 4 weeks	CLPCCD	Regular office hours
WTW2 Plan Process (Initial)	Up to 2 hours	CLPCCD	Regular office hours.
WTW2 Plan Updates	Up to 2 hours	WBA	Regular office hours
Job Retention & Re-employment Services	6 months	CLPCCD	Regular office hours
Support and Ancillary Services	On-going as needed	WBA	Regular office hours
Supervised Job Search	Weekly/half day	WBA	Regular office hours

- J. **CalWORKs 2.0:** A new framework for delivering CalWORKs services that emphasizes goal achievement with intentional service selection which takes into consideration the circumstances and needs of the entire family. The CalWORKs 2.0 approach focuses on families and helping families set goals that are aligned with program aims while taking into account a families’ strengths and the obstacles they face.

Alameda County Social Services Agency, along with many other social services agencies throughout California, are now in the process of adapting this new approach to delivering CalWORKs 2.0 services to our CalWORKs families. And as part of our partnership with CLPCCD, our site staff as well as CLPCCD staff will be provided with training on the CW 2.0 Goal Achievement Principles as well as the CalWORKs 2.0 case management tools.

Staff Title	Primary Job Duties	Agency
Eligibility Services Technicians (ESTs)	Determine the participant's eligibility	WBA
Employment Counselor (EC)	Case Management Support, Ancillary support services, Update WTW plans, treatment referral services.	WBA
Career Development Specialist (CDS)	OCAT Appraisal, Supervised Job Search	WBA
CLPCCD Site Supervisor	Oversees the daily operations pertaining to the CLPCCD onsite responsibilities.	CLPCCD % FTE
Job Club Facilitator	Workshops, computer lab, job search	CLPCCD % FTE
Career Counselor	OCAT, IEP, the initial WTW2 Plan	CLPCCD % FTE
Job Developer	Job Placement, Retention and Re-Employment Services	CLPCCD % FTE

IV. Reporting and Evaluation Requirements:

CLPCCD will be expected to submit regularly scheduled monthly, quarterly and year-to-date statistical reports in formats as provided by ACSSA's Office of Policy, Evaluation and Planning (OPEP). These reports will be used to provide the County and the State with statistical information related to program enrollment participation and employment performance outcomes.

WBA will work with CLPCCD to develop appropriate metrics, indicators and outcome measures. The following performance standards are examples of the types of performance measures that may be used to evaluate the success of this pilot program:

RBA

A. How much was done?

Objective 1.1. Contractor will develop an Employment Plan for at least 90% of participants who complete the orientation.

Deliverables: Contractor will include the number of participants for whom an Employment Plan was developed in the quarterly program report, to be designed in collaboration with the Office of Policy, Evaluation and Planning (OPEP) Unit of ACSSA.

Objective 1.2. Contractor will place at least 40% of enrolled CalFresh recipients and 50% of enrolled CalWORKs recipients who are assigned to employment services in jobs.

Deliverables: Contractor will include the number of individuals participating in employment services who attain part- or full-time employment in the quarterly program report.

Objective 1.3. At least 65% of employed CalFresh and CalWORKs participants will be placed in full time jobs (at least 35 hours per week).

Deliverables: Contractor will include the number of hours worked each week by participant in the quarterly program report.

Objective 1.4. Average starting wage of participants placed in jobs will be at least \$16.00/hour.

Deliverables: Contractor will provide the starting wage for each employed participant.

B. How well was it done?

Objective 1.5. For each survey period, at least 90% of participants report that they are “Satisfied” or “Very Satisfied” with the services they receive.

Deliverables: Contractor will provide the results of the participant satisfaction surveys for each participant in electronic form on a quarterly basis.

C. Are clients better off?

Objective 1.6. At least 65% of all placed participants recipients will retain their jobs for 180 days after initial confirmation of unsubsidized employment.

Deliverables: Contractor will indicate completion of 180 days of employment for each employed participant in the quarterly report.

Objective 1.7. At least 65% of placed participants will work for employers who provide medical insurance.

Deliverables: Contractor will include data on whether medical insurance is provided by the employer in the quarterly program report.

VIII. Contract Monitoring Requirements

The ACSSA WBA Liaison and Contracts Office Liaison will monitor and conduct scheduled 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 WBA liaisons and

Contracts Office Liaison to provide feedback on areas of compliance and/or non-compliance. Contractor shall submit a written corrective action plan to the Contracts Office Liaison in response to all findings of non-compliance. A follow-up monitor visit will be conducted to insure that all corrective action measures have been completed and contractor complies with contract requirements. Contractor will be responsible for monitoring all subcontractors under this agreement.

IX. Entirety of Agreement

CONTRACTOR shall abide by all provisions of this contract's General Terms and Conditions, all Exhibits, and all Attachments that are associated with and included in the contract.

X. Contractor Responsibilities -Client Grievance Policy

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

XI. 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.

XII. Confidentiality Requirement for Contractors

See Attachment C for more information regarding confidentiality requirements for CONTRACTORS with Alameda County

EXHIBIT B

TERMS AND CONDITIONS OF PAYMENT

Contracting Department	Alameda County Social Services Agency, Department of Workforce and Benefits Administration (WBA)
Contractor Name	Chabot-Las Positas Community College District
Type of Services	Career and Employment Services for CalWORKs, CalFresh and General Assistance Participants.

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

I. Budget

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

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

II. Terms and Conditions of Payment

A. Contract Amount/Maximum

The maximum contract amount authorized during the period of this agreement is \$504,463. This contract will be paid based on Line Item Cost Reimbursement. See Exhibit B1 for the Budget break down.

B. Budget Revision Procedures

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

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).

Contractor must submit a formal written request (via e-mail) to the SSA Contract Liaison for any contract budget adjustment with justification for requested expenditure revisions inclusive of specific impacts to current services being delivered. If impacts to contracted services levels are significant the SSA Contract Liaison will consult and obtain approval from the relevant Program department.

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

III. Invoicing Procedures

Contractor shall utilize an invoice format approved by the County and the Contracts Office. Contractor will submit originally signed invoices on a monthly basis by the 15th of each month to the Contract Liaison. In instances where the Contractor is uncertain as to whether the expense in question is appropriate, Contractor will consult with the County and the Contract Liaison, who will make the final decision as to whether the expense is reimbursable under these agreement terms.

It is the obligation of the Contractor to progressively monitor required client services and related expenditures and take appropriate corrective preventive measures including the timely notification of ACSSA if stoppage of services becomes the necessary measure to prevent the over-expenditure of contract funds.

A. The invoices shall set forth the following:

1. Current month's billable activities for each line item, section subtotals and totals.
2. Invoices shall be accompanied by a Cover Sheet on Contractor letterhead documenting the following information:
 - a. Date of current month expenses
 - b. Date submitted
 - c. Purchase Order (PO) #
 - d. Amount of current month expenses
 - e. Cumulative expenses (Year-to-date invoiced)
 - f. Contract budget
 - g. Unexpended balance
3. Payment of invoices requires the signature of an Executive Officer or a designated employee. All mailed invoices should have Contractor original signatures in blue ink when submitted to ACSSA for processing.
4. Cover sheet, invoices and required reports for services rendered are to be submitted to Ernie Rivas by email to erivas@acgov.org WBA will forward all approved invoices to:

Lisa Ho at: Lho@acgov.org
Finance Department, Contracts Office
1111 Jackson St., Suite 103 (QIC 23501)

Oakland, CA 94607
Attn: Lisa Ho (Contracts Liaison)

- B.** Contractor shall invoice the County on a monthly basis by the 15th day of the month for services provided in the previous month, for actual costs incurred.
1. Invoices may be submitted electronically with the Executive Officer copied on the email submission. A scanned signed copy of invoice submitted via email is acceptable as well.
 2. Payment of invoices requires the signature of an Executive Officer or a designated employee on Invoice Cover Sheet.
 3. Once WBA approves an invoice they will forward to the contracts liaison to process for payment.
 4. Payment will be made within 30 business days following receipt of an approved invoice and upon complete satisfactory receipt of product and performance of services to the Contracts Office.
 5. Failure to submit required reports can delay the processing of invoices for reimbursement.
 6. In order for the County to meet year end closing deadlines, Contractor must submit the May invoice and any prior late invoices by June 10. The June invoice must be submitted by July 15.

IV. Funding

- A. Contractor shall be reimbursed in accordance with the contract budget as described in Exhibit B-1. Any budget adjustments, revisions to the service categories and service units within the contract must be approved by the Program Liaison prior to billing the County.
- B. Contractor shall not claim reimbursement from County of Alameda for (or apply sums received from County with respect to) the portion of its obligation that has been paid by another revenue source. Sums received as a result of applications for funds from public or private organizations shall be considered such revenue insofar as such sums are or can be applied to work performed by Contractor pursuant to this contract.
- C. No supplemental billing will be accepted without Contractor's prior notification to Contract Liaison of the need and justification for revisions of the service categories, service units, or contract budget unit costs.
- D. The County Auditor Controller's Office will not pay for unauthorized service categories, service units, and budget unit costs that are revised or rendered by

Contractor which have not been approved by Contract Liaison nor for claimed services that contract monitoring findings indicate have not been provided.

- E. Failure to submit required reports can delay the processing of invoices for reimbursement.
- F. The amount shown on the CBO Master Contract Exhibit A&B Coversheet (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. Contact SSA Contract Liaison to receive this information

V. Termination Provisions

- A. Termination for Cause. If County determines that Contractor has failed, or will fail, through any cause, to fulfill in a timely and proper manner its obligations under this 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.
- B. Without prejudice to the foregoing, Contractor agrees that if prior to or subsequent to the termination or expiration of the Agreement upon any final or interim audit by County, Contractor shall have failed in any way to comply with any requirements of this Agreement, then Contractor shall pay to County forthwith whatever sums are so disclosed to be due to County (or shall, at County's election, permit County to deduct such sums from whatever amounts remain undisbursed by County to Contractor pursuant to this Agreement, or from whatever remains due to Contractor by County from any other contract between Contractor and County).
- C. Termination Without Cause. County shall have the right to terminate this Agreement without cause at any time upon giving at least thirty (30) days written notice prior to the effective date of such termination.
- D. 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.

VI. Case Record Confidentiality

- A. Welfare and Institution Code, Section 10850, states that individual applications and records made or kept in connection with public social services programs, are

confidential and “shall not be open to examination for any purpose not directly connected with the administration of such programs.” This applies to CalWORKs cases.

- B. Contractor’s access to the CalWORKs Information will be limited to only those security levels that are essential to the effective and efficient administration of Contractor’s CalWORKs assessment services program.
- C. Contractor will fully explain the need and obtain participant releases if other exchange of information is necessary.

V. Records To be Maintained For Audit-Trail Purposes

- A. Chabot-Las Positas Community College District will collect sufficient participant data and information for the purpose of providing SSA with monthly and year-to-date job placement reports. Chabot-Las Positas Community College District will submit to SSA within 30 days of executing this contract, a reporting format that will include but not limited to the following information:
 - 1. Participant Name – Must contain a first and last name.
 - 2. Social Security Numbers – Chabot-Las Positas Community College District will collect the participant’s SSN.
 - 3. CalWORKs, General Assistance, or CalFresh Case number – Used by Chabot-Las Positas Community College District to verify a participant’s CalWORKs, General Assistance, or CalFresh eligibility status.
 - 4. Job Placement – Defined as a participant attaining either full-time, part-time, or temporary employment lasting a minimum of (5) working days. Day Labor jobs will be reported by Chabot-Las Positas Community College District, but will not be counted as Job Placement under this contract.
 - 5. Verification of Employment - Chabot-Las Positas Community College District will verify all job placements by collecting either a “Letter of Employment Verification” directly from the employer and/or a copy of the employee’s first paycheck stub(s) in order to verify the employee worked a minimum of (5) working days.
 - 6. Letter of Employment Verification – A letter on company letter head that is provided by an employer that includes the hired employee’s name, date of hire, hourly wage, job title, and weekly hours as well as the employer’s contact information.
 - 7. Full Time Employment - A job in which an employee works thirty-five (35) or more (usually 40) hours during a typical workweek.
 - 8. Part Time Employment – A job in which an employee works between 1 to 34 hours during a typical workweek.
 - 9. Temporary Employment – A job that lasts for a limited time whereby an employee generally works less than a year on one assignment, regardless of the number of hours worked per week.
 - 10. Day Labor – A job in which an employee is hired and paid one day at a time, with no promise that more work will be available in the future.

11. Hourly Wage – An hourly rate of pay based on fiscal compensation received by workers from an employer in exchange for the employee’s time and labor.
12. Hours per week – The number of total hours an employee works at a job each week during a payroll period.
13. Benefit – Health insurance and dental.
14. 180-Day Job Retention Requirement –Contractor will verify a participant’s job retention status on a monthly basis for up to six (6) months/180 days for CalWORKs and 90 days for GA/CalFresh from the initial employment start date by either 1) receiving confirmation directly from an employer that the employee is currently employed or not employed and/or 2) by receiving from the employee a copy of their employee paycheck stubs.

B. All individual participant records shall be retained in participant case folders. Participant records and records pertaining to service delivery, fiscal and administrative controls, are to be maintained for a period of three years after the final contract payment has been made or until all pending County, State, and Federal audits are completed, whichever is later. Upon request, Contractors shall make these records available within the county to all authorized County, State (including the Auditor General), and Federal personnel. Should Contractor cease to exist as an entity, these records will be forwarded to the County Auditor-Controller’s Office.

V. Required Reports

Contractors shall provide separate monthly activity reports for Region 1 and Region 3 to the Social Services Agency’s Office of Policy, Evaluation & Planning (OPEP) in a format as required by the County. The County must receive the above referenced documentation within seven (7) working days after the close of the month or period being billed to the County. Failure to submit required reports can delay processing of invoices for reimbursement.

VII. Funding

CalWORKs funds under this contract cannot offset other funding otherwise available from the administration of other programs. Funding under this contract cannot duplicate funding from other sources. Should current and/or future funding duplicate the funding of this contract, invoices due to, or paid by, Alameda County shall be reduced accordingly by the amount of duplicate funding.

The parties to this Agreement recognize that there are funding uncertainties at both the Federal and State levels which may impact the County’s dollar allocation for contract services. It is mutually understood that the total dollar amount of this contract may be reduced or adjusted during the term of this contract in response to Federal, State, and County Funding reductions. Should a reduction or adjustment be required, County shall provide contractors with written notice at least 30 days prior to the effective date of such reduction or adjustment.

VIII. Resolution of Contractor Deficiencies

Contractor and SSA agree to communicate openly and directly with each other. Every effort will be made to resolve any problem or dispute related to all contractual related responsibilities as detailed and required in the Exhibit A for the operation of/and service delivery at the North Oakland Career Center, as well as submission of all required reports and maintenance of client and service data at North Oakland in a cooperative manner and at the lowest level of intervention possible.

In regards to disputes related to SSA determined deficiencies to contracted related service delivery and/or submission of a regular schedule of defined reports, SSA will provide the Contractor a period of 30 days in which to respond and provide an agreed solution to identified deficiencies. The Contractor's response will include a scheduled plan to remedy identified deficiencies. Contractor will submit their "remedial plan of action" to SSA.

If after the 30 day period, the Contractor has failed to provide a plan of resolution for identified contractual deficiencies, the dispute will be reviewed by both SSA and the "Principal" of the Contracting Agency, whereby a correction plan is agreed to by the Contractor.

If after 60 days, the Contractor has failed to submit and/or implement a corrective action plan acceptable to SSA, SSA will determine next steps for further corrective action that may include recommendation for contract termination.

IX. Financial Liaison

Liaison with the County is to be maintained through the CalWORKs Liaison, Social Services Agency, and all communications, reports and claims for reimbursement relating to this contract, shall be directed to the Contracts and CalWORKs Liaison.

X. Termination Condition

- 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 undisturbed by County to Contractor

pursuant to this Agreement or from whatever remains due Contractor by County from any other contract between Contractor and County).

- B. Termination Without Cause -- County shall have the right to terminate this Agreement without cause at any time upon giving at least 30 days written notice prior to the effective date of such termination.
- C. Termination By Mutual Agreement -- County and Contractor may otherwise agree in writing to terminate this Agreement in a manner consistent with mutually agreed upon specific terms and conditions.

**Exhibit B-1
Funded Program Budget**

A. PERSONNEL COSTS - Job Titles	FTE %	FY 2021	Narrative
Site Manager @\$58.21/hour	100	\$80,405	Mgr will also share in workshops, orientation, help with employers, etc. Responsible for reporting, recruiting, scheduling and managing procedures
Case Manager, @\$42.11/hour	200	\$115,658	Manage Job Club, testing/assessments, employment plans
Job Developer, @\$44.63/hour	100	\$53,628	Mainly responsible for employer connections but will also run job club and teach workshops
Subtotal Personnel		\$249,691	
Fringe Benefits (included)		\$143,608	Year 1; independent contractors; benefits, taxes included in hourly rate. Year 2; =25.11% benefits + \$20,490 per employee insurance
Program Manager		\$31,500	Oversight of all personnel and program
Total Personnel Costs		\$424,799	
B. OPERATING COSTS			
Travel		\$3,200	Estimated at 58¢ per mile
Total Operating Costs		\$3,200	
C. SUBCONTRACTOR COSTS			
If applicable.			
Total Subcontractor Costs		\$0 -	
D. INDIRECT COSTS			
18%		\$76,463.82	discounted CLPCCD indirect rate
GRAND TOTAL COSTS (A,B,C,D)		\$504,463	Total prorated for partial year in year 1

**Exhibit – B-2
Agency Composite Budget**

**CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT
ADOPTED BUDGET
2019-20**

General Fund	2018-19	2018-19	2019-20
District Total - Unrestricted	<u>Adopted Budget</u>	<u>Unaudited Actual</u>	<u>Adopted Budget</u>
Revenue			
State Revenue			
SCFF Revenue from Rollback FTES	\$ -	\$ -	\$ 8,806,342
Apportionment & Revenue Split via Model	107,951,842	121,173,500	109,247,291
Other State Revenue	1,259,434	1,542,684	1,300,381
Local Revenue	<u>18,635,340</u>	<u>16,019,417</u>	<u>19,371,587</u>
Total Revenue	127,846,616	138,735,601	138,725,601
Transfers In			
Sabbatical Leave	490,169	487,747	601,171
Other	<u>3,715,401</u>	<u>3,912,363</u>	<u>5,048,645</u>
Total Transfers In	<u>4,205,570</u>	<u>4,400,110</u>	<u>5,649,816</u>
Total Revenue and Transfers In	\$ 132,052,186	\$ 143,135,711	\$ 144,375,417
Expenditures			
Academic Salaries	\$ 49,056,380	\$ 53,173,167	\$ 49,422,461
Classified Salaries	25,080,247	24,051,605	26,115,798
Benefits	27,519,399	28,894,292	28,756,361
RUMBL Benefits	5,302,408	5,302,408	7,377,725
Supplies	1,412,335	1,411,681	1,558,174
Services	18,538,626	20,631,566	21,938,472
Capital Outlay	360,362	330,870	391,562
Other Outgo/Payment to Students	<u>-</u>	<u>18,329</u>	<u>-</u>
Total Expenditures	<u>127,269,757</u>	<u>133,813,918</u>	<u>135,560,553</u>
Transfers Out			
Sabbatical Leave	311,821	311,821	314,692
Other	<u>1,224,677</u>	<u>620,036</u>	<u>1,289,781</u>
Total Transfers Out	<u>1,536,498</u>	<u>931,857</u>	<u>1,604,473</u>
Total Expenditures and Transfers Out	\$ 128,806,255	\$ 134,745,775	\$ 137,165,026
Increase/(Decrease) in Fund Balance	\$ 3,245,930	\$ 8,389,936	\$ 7,210,391
Beginning Balance	\$ 20,117,790	\$ 22,573,313	\$ 30,963,249
Ending Balance	\$ 23,363,721	\$ 30,963,249	\$ 38,173,640
Reserve percentage	18.36%	23.14%	28.16%

Note: Numbers subject to rounding.

CLIENT GRIEVANCE POLICY

WHAT TO DO IF YOU HAVE A GRIEVANCE

If you have a complaint about the performance of (_____)
INSERT NAME OF CONTRACTOR

staff, and/or you feel you have been treated unfairly, the following are the steps you should take to have your complaint heard:

1. Talk privately to the person with whom you have the problem. We encourage you to try first to work out the problem in an open and informal way.
2. If you do not feel comfortable talking with the person with whom you have the problem, or you do talk with them and are not satisfied with the outcome, you may make an appointment to speak with or submit a written complaint (which may be in your own language) to

(_____)'s Executive Director or designee.
INSERT NAME OF CONTRACTOR

If you have good cause to use another medium to communicate your complaint, such as a tape recording, you may do so. The Executive Director or designee shall meet with you or provide you with a written response to your written complaint within ten (10) working days of the meeting or receipt of your written complaint.

3. Or, if you prefer, you may bypass the above steps and immediately contact the funding agency below:

Alameda County Social Services Agency
Contracts Office
1111 Jackson St., Suite 103
Oakland, CA 94607
Email: ContractsCustomer@acgov.org

I certify that the information in this document was explained to my satisfaction in my own language and a copy of this form was given to me. I understand that by signing below, I hereby

authorize (_____) to release all my information

INSERT NAME OF THE CONTRACTOR

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

Client's Name (printed)

Client's Signature

Date

POLITICA PARA QUEJAS DE CLIENTES

QUE HACER SI USTED TIENE UNA QUEJA

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

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

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

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

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

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

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

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

INSERTAR NOMBRE DEL CONTRATISTA

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

Nombre del Cliente (favor de imprimir)

Firma del Cliente

Fecha

LANGUAGE ACCESS REQUIREMENTS FOR CONTRACTORS

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

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

EXHIBIT C

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

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

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
D	Professional Liability/Errors & Omissions Includes endorsements of contractual liability	\$1,000,000 per occurrence \$2,000,000 aggregate
E	<p><u>Endorsements and Conditions:</u></p> <ol style="list-style-type: none"> ADDITIONAL INSURED: All insurance required above with the exception of Professional Liability, Personal Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives. 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. 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. 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. 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. 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. CANCELLATION OF INSURANCE: All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The require certificate(s) and endorsements must be sent to: <p align="center">Alameda County Social Services/Contracts Office, 1111 Jackson St., Suite 103, Oakland, CA 94607 Attn: Insurance Unit</p> <p align="center">- With a copy to Risk Management Unit (1106 Madison Street, Room 233, Oakland, CA 94607)</p> 	

EXHIBIT D
AUDIT REQUIREMENTS

The County contracts with various organizations to carry out programs mandated by the Federal and State governments or sponsored by the Board of Supervisors. Under the Single Audit Act Amendments of 1996 (31 U.S.C.A. §§ 7501-7507) and Board policy, the County has the responsibility to determine whether organizations receiving funds through the County have spent them in accordance with applicable laws, regulations, contract terms, and grant agreements. To this end, effective with the first fiscal year beginning on and after December 26, 2014, the following are required.

I. AUDIT REQUIREMENTS

A. Funds from Federal Sources:

1. Non-Federal entities which are determined to be subrecipients by the supervising department according to 2 CFR § 200.330 and which expend annual Federal awards in the amount specified in 2 CFR § 200.501 are required to have a single audit performed in accordance with 2 CFR § 200.514.
2. When a non-Federal entity expends annual Federal awards in the amount specified in 2 CFR § 200.501(a) under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or terms and conditions of the Federal award do not require a financial statement audit of the auditee, the non-Federal entity may elect to have a program-specific audit conducted in accordance with 2 CFR § 200.507 (Program Specific Audits).
3. Non-Federal entities which expend annual Federal awards less than the amount specified in 2 CFR § 200.501(d) are exempt from the single audit requirements for that year except that the County may require a limited-scope audit in accordance with 2 CFR § 200.503(c) .

B. Funds from All Sources:

Non-Federal entities which expend annual funds from any source (Federal, State, County, etc.) through the County in an amount of:

1. \$100,000 or more must have a financial audit in accordance with the U.S. Comptroller General's Generally Accepted Government Auditing Standards (GAGAS) covering all County programs.
2. Less than \$100,000 are exempt from these audit requirements except as otherwise noted in the contract.

Non-Federal entities that are required to have or choose to do a single audit in accordance with 2 CFR Subpart F, Audit Requirements are not required to have a financial audit in the same year. However, Non-Federal entities that are required to have a financial audit may also be required to have a limited-scope audit in the same year.

C. General Requirements for All Audits:

1. All audits must be conducted in accordance with Generally Accepted Government Auditing Standards issued by the Comptroller General of the United States (GAGAS).
2. All audits must be conducted annually, except for biennial audits authorized by 2 CFR § 200.504 and where specifically allowed otherwise by laws, regulations, or County policy.
3. The audit report must contain a separate schedule that identifies all funds received from or passed through the County that is covered by the audit. County programs must be identified by contract number, contract amount, contract period, and amount expended during the fiscal year by funding source. An exhibit number must be included when applicable.
4. If a funding source has more stringent and specific audit requirements, these requirements must prevail over those described above.

VII. 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.

VIII. 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.

IX. 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.

Last revised: 1/2019

EXHIBIT E

HIPAA BUSINESS ASSOCIATE AGREEMENT

INTENTIONALLY OMITTED

EXHIBIT F

**COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION**

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

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

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

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

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

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

CONTRACTOR: Chabot-Las Positas Community College District

PRINCIPAL: Doug Roberts TITLE: Vice Chancellor, Business Services

SIGNATURE: _____ DATE: _____