

ALCOLINK Master Contract No.: 900035	Board of Supervisors Approval Date: 5-18-2021
Supplier ID: 27284	Agenda File No. / Item No.: 30601/3

Department Name: **Children & Family Services (DCFS)**

**CBO MASTER CONTRACT ANNUAL RENEWAL AMENDMENT
FOR FISCAL YEAR (FY) 2022 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 2022, Program Description and Performance Requirements:**
This contract will provide **CARI-Prevention Training** during the period of 7/1/2021 through 6/30/2022. Exhibit A- **FY 2022** 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 A's entered into between the Social Services Agency of the County of Alameda and Contractor for this Master Contract.
- 2. Exhibit B FY 2022, Terms of Payment:** The amount payable under this Annual Renewal Amendment shall not exceed \$39,797 Exhibit B FY 2022 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 E HIPAA Business Associate Agreement (intentionally omitted)**
- 6. Exhibit F Debarment and Suspension Certification**

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

COUNTY OF ALAMEDA

By: 
50CDCEd1627C432...
Lori A. COX

Print or Type Name

Title: Director, Social Services Agency

Date: 8/18/2021

CONTRACTOR

By: 
C5C671F7FD8B434...
Jonah Nicholas

Print or Type name

Title: Vice Chancellor

Date: 8/18/2021

EXHIBIT A

PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS

Contracting Department	Alameda County Social Services Agency (SSA), Department of Children & Family Services (DCFS)
Contractor Name	Chabot-Las Positas Community College District
Type of Services	CARI Pre-Service Training

I. Program Name:

Community Action to Reach Out to Infants (CARI) Options for Recovery (OFR) Pre-Service Training.

II. Contracted Services:

The CHABOT/LAS POSITAS COMMUNITY COLLEGE DISTRICT, hereinafter referred to as “Contractor” and Alameda County Social Services Agency (SSA), Department of Children and Family Services (DCFS), hereinafter referred to as “the Department” or “ACSSA” mutually agree as follows:

Contractor will offer a series of six classes that fulfill the requirements for CARI certification of Resource Family caregivers. This series of classes meet all requirements of the Options for Recovery State Department of Social Services (DSS). These classes are also open to respite providers for Resource Family caregivers of the children in the Department’s CARI program.

Contractor represents that it is a public post-secondary educational institution with the capability and the experience to provide services in the subject area specified herein. If any class offered under this contract is for College credit, the instructor employed to teach this class will hold or qualify for a valid Faculty Service Area (FSA) authorizing instruction at the post-secondary level in the subject area specified.

III. Program Information and Requirements:

A. Program Goals/Objectives:

To prepare county recruited (CARI) persons for the care of children from 0 to 5 years. The children are dependents of SSA/DCFS and are:

1. Born exposed to drugs and/or alcohol.
2. Are HIV exposed or have AIDS.
3. Are Medically Fragile.

B. Program Description and Requirements:

Class Offerings under the terms of this contract shall be:

1. Fostering the Drug-Exposed Infant.
2. Support Systems for CARI, Options for Recovery Foster & Relative Providers.
3. Facility/Facility Insurance.
4. Instruction.
5. Instructional materials.
6. Food while in class for participants.
7. Child care & food for children of participants in class.
8. Maximum Class Size: 40.
9. Minimum Class Size: 10.
10. The location for the class shall be arranged by Chabot College.

C. Contact Persons:

1. Chabot Contract Fiscal Officer: Ronald Gerhard – 925-485-5203
2. Coordination, Quality Assurance & Planning: Sara Parker – 510-723-6669

D. Hours/Days of Operation: Class Schedule (Dates/Time):

One class Fall 2021 course starting Sep/Oct 2021; one Spring 2022 (TBD)

1. The two series of six Saturday class sessions are offered 9 AM -12 PM and 1 PM - 4 PM.
2. Total instructional hours for each series of classes: 36, plus optional two 2-hour-long Graduation ceremonies.

CANCELLATION - Contractor retains the right to cancel any class that is offered under this Agreement no later than 14 days before the first meeting of the class. The Department retains the right to cancel any class that is offered under this Agreement no later than 14 days before the first meeting of the class. If the Department cancels a class, it shall pay Contractor the sum of 20 percent of one-half of total contract, or \$4,000, within 10 days of each class series cancellation.

E. Certification/Licensure: Shall be determined by Alameda County Licensing/ Unmatched Resource Family Approval (RFA) Unit or Resource Family Approval (RFA) Child Welfare Worker (CWW) in coordination with CARI Coordinator.

F. Target Population: Resource Family caregivers and their respite providers.

G. Service Area: Alameda County

IV. Reporting And Evaluation Requirements:

A. Reporting Requirements: Contractor will report weekly:

1. Class Size.
2. Attendance and punctuality.
3. If attendee takes part in classes and understands the offerings.

B. Evaluation Requirements:

If attendee(s) seems to be inappropriate for fostering a child. The decision to send participants forward to Alameda County RFA program is that of the CARI Coordinator after recommendations of the Contractor Coordinator.

C. Service Delivery Sites:

1. Chabot College coordinator with approval of CARI Coordinator will determine site.
2. Contractor shall provide appropriate classroom facilities for each class session.

D. Service Criteria:

1. Instructors will be chosen by their ability to fulfill state instruction requirement in specific topics.
2. CARI/OFR TRAINING TOPICS:

History of Drug Addiction
Loss & Grief
Attachment & Bonding
Special Medical Needs
AIDS
Co-dependency

Theory of Drug Addiction
Learning Disabilities
Milestones & Expectation
Nutrition
Infant Stimulation
Community Resource

Panel

GRADUATION

3. Contractor will determine a reasonable time before and after each class session. Appropriate equipment and special services will be determined by Contractor to meet class specifications of instructors

V. Entirety of Agreement: Contractor shall abide by all provisions of the Community Based Organization 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 participants during the Client Intake Process. As evidence that a Participant

Grievance Policy is in place and all SSA participants provided services by the Contractor have been made aware of its existence, Contractor must obtain the signature of each SSA participant 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 participant's case file and make the files available for review by County staff upon request. See Attachment A for a sample SSA Grievance Policy. An MS Word file of the SSA Grievance Policy Template is available through your SSA Contract Liaison.

- 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.

EXHIBIT B

TERMS OF PAYMENT

Contracting Department	Alameda County Social Services Agency, Department of Children & Family Services (DCFS)
Contractor Name	Chabot-Las Positas Community College District
Type of Services	CARI Pre-Service 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 as follows:

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

II. Terms and Conditions of Payment

A. Contractor shall be compensated for services based on cost in arrears according to the line item budget, Exhibit B-1 attached herein, not to exceed \$39,797 for the term of this agreement. It is the obligation of the contractor to progressively monitor all services 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. Prior approval from the ACSSA Director or an authorized designee shall be required to alter or change the terms and conditions of this agreement. The total contract amount shown on the contract 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 amount is subject to change pending final notification from the state regarding the Title IV-E waiver demonstration project funding. This contract may be amended to reflect the actual funding allocation.

B. Contract Term

The contract term is July 1, 2021 to June 30, 2022.

C. 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 billing the County.

- D.** 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).
- E.** Contractor must submit a formal written (via e-mail) request 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.
- F.** 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 Form

- A.** Actual invoice reimbursements to be made under this contract shall be for the specified service rendered as set forth in this contract.
- B.** Contractor shall invoice the Department for instructional and facility costs as set forth below:
 - 1. 1st invoice of billable actual expenses covering July 1, 2021 through December 31, 2021, due February 15, 2022.
 - 2. 2nd invoice of billable actual expenses covering January 1, 2022 through June 30, 2022, due August 15, 2022.
- C. The invoices shall:**
 - 1. Set forth billable activities subtotal within budget categories (see Exhibit B-1).
 - 2. Be accompanied by a summary page documenting the following information:
 - a. Cumulative expenses (Year-to-date invoiced)
 - b. Contract budget
 - c. Unexpended balance
 - d. Payment of invoices requires the signature of the CARI Administrator

- D. Failure to submit required reports may delay processing of invoices for reimbursement. Funding source is State DSS Options for Recovery (OFR) Program administered by the SSA/DCFS CARI Program.
- E. The amount shown on the contract CBO Master Contract Exhibit A & B Coversheet (form 110-9) with SSA 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. Contractor shall contact SSA Payables Unit at SSAInvoices@acgov.org to receive this information.

IV. Invoicing Procedures:

- A. Social Services Agency (SSA) Finance Department has established a centralized Payments Unit. Please send all invoices and all payment questions to SSAInvoices@acgov.org.

This unit will be your point of contact for all payment and invoicing matters. If you need additional assistance, please contact Supervising Financial Services Specialist, Warren, Beverly, at brwarren@acgov.org.

- B. Invoices must contain the following elements:

1. Must be on company letterhead that includes name, address, and contact information.
2. For Community Based Organizations, must be signed by the head of the organization, i.e., Executive Director, CEO, etc.
3. Document must contain the title Invoice.
4. The date of the invoice.
5. A description of services.
6. The date range for services provided.
7. If needed, itemization of any sales tax and delivery/postage charges.
8. The Purchase Order (PO) number provided by the County.
9. The total amount owed.
10. Remittance instructions/address.
11. A cc indication at the bottom of the invoice with names of people who received courtesy copies.
12. The CEO or Executive Director must be included in the cc.
All data as required by your contract

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

the Agreement, or if County determines that Contractor has violated or will violate any of the covenants, agreements, provisions, or stipulations of the Agreement, County shall thereupon have the right to terminate the Agreement by giving written notice to Contractor of such termination and specifying the effective date of such termination.

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

- 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
CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT
FUNDED PROGRAM BUDGET
JULY 1, 2021 – JUNE 30, 2022

I. Budgeted Services:

A. Units of Service:

1. Two Series – 1-Fall 2021 starting Sep/Oct 2021 and 1-Spring 2022-TBD.
2. Two Series of Six Saturday Class Sessions. Total instructional hours for each series of classes: 36 hours.
3. Hours: 9 AM -12 PM and 1:00 PM -4:00 PM.
4. 2 Optional Graduations – One Fall Oct/Nov 2021 & One Spring 2022-TBD. Each is approximately one to two hours in length.

B. Each series of service includes:

1. Class set-up.
2. 36 hours of instruction.
3. One-half hour before and after class plus lunch time.
4. Coordination.
5. Facility costs.
6. Food for participants and children of participants.
7. Child Care.

II. Chabot CARI Projected Budget – FY 2021-2022

Chabot College CARI <u>FY 2021 - 2022 BUDGET</u>	
	Budget 2021-22
Personnel Cost - Salary & Wages	
Personnel Salaries (Project Director, Trainers, Instructional	
Salary:	\$ 23,812
Benefit:	\$ 7,400
Total Personnel:	\$ 31,212
Operation Cost	
Supplies and Reprographics	\$ 2,500
Food	\$ 2,586
Facilities	\$ 3,000
Mileage	\$ 500
Total Operation Cost:	\$ 8,586
TOTAL	\$ 39,797

**EXHIBIT B-2
COMPOSITE AGENCY BUDGET**

General Fund	2020-21	2020-21	2021-22
District Total - Unrestricted	<u>Adopted Budget</u>	<u>Projection</u>	<u>Tentative Budget</u>
Revenue			
State Revenue			
SCFF Revenue from Rollback FTES	\$ 8,718,279	\$ 8,718,279	\$ 8,849,053
Apportionment & Revenue Split via Model	111,397,204	110,390,546	112,693,585
Other State Revenue	290,396	236,334	229,834
Local Revenue	<u>5,442,235</u>	<u>4,062,726</u>	<u>5,424,497</u>
Total Revenue	125,848,114	123,857,885	127,646,969
Transfers In			
Sabbatical Leave	562,347	560,519	694,538
Other	<u>4,367,649</u>	<u>2,667,957</u>	<u>3,987,975</u>
Total Transfers In	<u>4,929,996</u>	<u>3,228,476</u>	<u>4,682,513</u>
Total Revenue and Transfers In	\$ 130,778,110	\$ 127,086,361	\$ 132,329,482
Expenditures			
Academic Salaries	\$ 54,333,649	\$ 54,558,155	\$ 54,490,382
Classified Salaries	25,370,651	22,739,672	25,488,856
Benefits	28,860,316	26,292,823	29,028,062
RUMBL Benefits	-	-	-
Supplies	1,299,669	819,867	1,353,702
Services	9,852,347	7,747,112	9,775,466
Capital Outlay	218,303	39,403	170,320
Other Outgo/Payment to Students	<u>18,950</u>	<u>2,124</u>	<u>5,000</u>
Total Expenditures	119,953,885	112,199,156	120,311,788
Transfers Out			
Sabbatical Leave	338,312	338,312	327,396
Other	<u>10,140,033</u>	<u>9,862,394</u>	<u>10,979,116</u>
Total Transfers Out	<u>10,478,345</u>	<u>10,200,706</u>	<u>11,306,512</u>
Total Expenditures and Transfers Out	\$ 130,432,230	\$ 122,399,862	\$ 131,618,300
Increase/(Decrease) in Fund Balance	\$ 345,880	\$ 4,686,499	\$ 711,182
Beginning Balance	\$ 16,909,532	\$ 16,948,709	\$ 21,635,208
Ending Balance	\$ 17,255,412	\$ 21,635,208	\$ 22,346,390
Reserve percentage	14.39%	19.28%	18.57%
Recap beginning balances:			
Unrestricted excluding co-curricular	\$ 15,796,272	\$ 15,920,581	\$ 20,521,948
Co-curricular funds	<u>\$ 1,113,260</u>	<u>\$ 1,028,128</u>	<u>\$ 1,113,260</u>
Beginning fund balances	\$ 16,909,532	\$ 16,948,709	\$ 21,635,208

**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 (_____)
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"> 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: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives. 2. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. 3. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. 4. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a minimum A.M. Best Rating of A- or better, with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. 5. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. 6. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods: <ul style="list-style-type: none"> - Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party), or at minimum named as an "Additional Insured" on the other's policies. - Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured. 7. CANCELLATION OF INSURANCE: All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation. 8. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The require certificate(s) and endorsements must be sent to: <p style="text-align: center;">Alameda County Social Services/Contracts Office, 1111 Jackson St., Suite 103, Oakland, CA 94607</p> <p style="text-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.

II. **AUDIT REPORTS**

A. For Single Audits

1. Within the earlier of 30 calendar days after receipt of the auditor's report or nine months after the end of the audit period, the auditee must electronically submit to the Federal Audit Clearinghouse (FAC) the data collection form described in 2 CFR § 200.512(b) and the reporting package described in 2 CFR § 200.512(c). The auditee and auditors must ensure that the reporting package does not include protected personally identifiable information. The FAC will make the reporting package and the data collection form available on a web site and all Federal agencies, pass-through entities and others interested in a reporting package and data collection form must obtain it by accessing the FAC. As required by 2 CFR § 200.512(a)(2), unless restricted by Federal statutes or regulations, the auditee must make copies available for public inspection.
2. A notice of the audit report issuance along with two copies of the management letter with its corresponding response should be sent to the County supervising department within ten calendar days after it is submitted to the FAC. The County supervising department is responsible for forwarding a copy of the audit report, management letter, and corresponding responses to the County Auditor within one week of receipt.

B. For Audits other than Single Audits

At least two copies of the audit report package, including all attachments and any management letter with its corresponding response, should be sent to the County supervising department within six months after the end of the audit year, or other time frame as specified by the department. The County supervising department is responsible for forwarding a copy of the audit report package to the County Auditor within one week of receipt.

III. AUDIT RESOLUTION

Within 30 days of issuance of the audit report, the entity must submit to its County supervising department a corrective action plan consistent with 2 CFR § 200.511(c) to address each audit finding included in the current year auditor's report. Questioned costs and disallowed costs must be resolved according to procedures established by the County in the Contract Administration Manual. The County supervising department will follow up on the implementation of the corrective action plan as it pertains to County programs.

IV. ADDITIONAL AUDIT WORK

The County, the State, or Federal agencies may conduct additional audits or reviews to carry out their regulatory responsibilities. To the extent possible, these audits and reviews will rely on the audit work already performed under the audit requirements listed above.

EXHIBIT E

HIPAA BUSINESS ASSOCIATE AGREEMENT

EXHIBIT E INTENTIONALLY OMITTED