

ALCOLINK Master Contract No.: 900035	Board of Supervisors Approval Date: July 13, 2021
Supplier ID: 27284	Agenda Item No.: <u>2</u>

Department Name: **Workforce and Benefits Administration**

**CBO MASTER CONTRACT ANNUAL RENEWAL AMENDMENT
FOR FISCAL YEAR (FY) 2023 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 2023, Program Description and Performance Requirements:**
This contract will supply Career and Employment Services during the period of 07/01/2022 through 06/30/2023. Exhibit A FY 2023 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 2023, Terms of Payment:** The amount payable under this Annual Renewal Amendment shall not exceed **\$438,370**. Exhibit B FY 2023 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 Additional Federal Requirements**
- 6. Exhibit E-1; Certification Regarding Lobbying**
- 7. Exhibit F Debarment and Suspension Certification**

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

COUNTY OF ALAMEDA

CONTRACTOR

By: _____
 Andrea Ford
 Print or Type Name

By: _____
 Jonah Nicholas
 Print or Type name

Title: Interim Director, Social Services Agency

Title: Vice Chancellor of Business Services

Date: _____

Date: _____

EXHIBIT A

PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS

Contracting Department	Alameda County Social Services Agency (ACSSA), Department of Workforce and Benefits Administration (WBA)
Contractor Name	Chabot-Las Positas Community College District (CLPCCD)
Type of Services	Career and Employment Services for CalWORKs and CalFresh Employment & Training (CF E&T) Program Participants.

I. Program Name

Region 4 - Career Pathways Employment and Training (CPET).

II. Contracted Services

Chabot-Las Positas Community College District (CLPCCD), hereinafter referred to as “CONTRACTOR,” shall be responsible for managing the daily operations of a CPET Center site in Region 4 located in the eastern portions of Alameda County of the region that includes the cities of Dublin, Pleasanton, and Livermore.

The Region 4 CPET Center shall be utilized to provide a year-round, Monday through Friday, open entry employment and training service delivery schedule. The Contractor shall have the capacity to provide services to approximately 30 to 40 participants on a weekly basis, specially designed for California Work Opportunity and Responsibility to Kids (CalWORKs) and CalFresh Employment & Training (CF E&T) individuals who will be participating in one or more of the following approved activities:

- Orientation/Appraisal
- Developing and finalizing Employment Plans
- General Educational Development (GED) Attainment
- Job Club/Job Search/Job Placement (Employment Services)
- Work Experience/Community Services
- Job Retention/Re-employment

All CPET services and activities will be specifically tailored for the participants in Alameda County Social Services Agency’s (ACSSA) CalWORKs and CF E&T Programs.

III. Target Population

The Department of Workforce and Benefits Administration (WBA) shall determine eligibility for all participants referred to the Contractor for services at the Region 4 CPET Center. The following service populations will be referred by WBA to the Contractor for career and employment services:

- (1) CalWORKs participants who are subject to Welfare-to-Work (WTW) program participation hour requirements:
 - Single-parent with a child under the age of 6 years—20 hours per week
 - Single-parent with no child under the age of 6 years—30 hours per week

- Two-parent families—35 hours per week
- (2) Employable General Assistance (GA) recipients who volunteer to participate for up to 30 hours weekly in employment services while receiving cash and/or CalFresh assistance.
 - (3) Non-Assistance CalFresh or Transitional CalFresh recipients.

It is to be noted that the CalFresh E&T program, which includes employable General Assistance and Non-Assistance CalFresh program participants, is a voluntary program. However, some CalFresh recipients who qualify as non-exempt Able-Bodied Adults without Dependents (ABAWDs) may choose to participate in CalFresh E&T to fulfill their 20 hours per week/80 hours per month ABAWD work activity requirement when the ABAWD waiver is not in effect. The hourly participation requirements for CalFresh E&T participants are as follows:

- i. Participants must complete at least 20 hours per week of approved activities in CalFresh E&T, unless otherwise authorized by their ACSSA Employment Counselor.
- ii. If a participant signs up for an activity that requires more than 20 hours of participation per week, they must complete all required hours, regardless of any minimum hour requirements that may apply to them.
- iii. Non-exempt ABAWDs may not complete less than 20 hours per week or 80 hours per month.

IV. Service Area

The Region 4 CPET site is located at the Livermore Self-Sufficiency Center. This site, which is provided by the County, has office space, meeting rooms/classrooms, a computer lab, furniture, and other required program equipment, based on side letter “County Facilities and Equipment Terms and Conditions”. Cities that comprise Region 4 include Dublin, Pleasanton, and Livermore.

Primary Site Location:
 Livermore Self-Sufficiency Center
 2499 Constitution Dr.
 Livermore, CA 94551

V. Hours/Days of Operation

To make services broadly available to participants, the services of the CPET site should be available during times that will meet the needs of most of the referred participants. At a minimum, the center must be open from 8:00 a.m. – 5:00 p.m., Monday through Friday. In addition, the center must ensure that arrangements are made to keep service delivery available throughout the holiday seasons with limited closings for major holidays.

VI. Program Goals and Description of Service Flow

The Contractor's primary goals will be to offer a wide range of career and employment related services and activities as specified by the ACSSA's WBA department. Such approved services and activities, as administered by the Contractor, will enhance a participant's ability to stay engaged in the upfront service activities (Orientation, Appraisal, Job Club/Job Search, Assessment) as well as to follow through on the goals and objectives of their employment and training plans. The Contractor shall be expected to have the combined capacity to provide employment and training services to approximately 30 to 40 participants on a weekly basis for County referred CalWORKs and CalFresh E&T individuals.

PROGRAM GOALS		
Program Orientation/Appraisal (1) CalWORKs (2) CalFresh E&T	One weekly, day long group Orientation – approximately 15 individuals Approximately 15 One-On-One Orientation Sessions per week	Contractor shall conduct outreach and ensure that participants complete all phases of the Orientation Process.
Employment Plans (1) Welfare-to-Work Plans (2) Individual Employment Plans	Capacity to complete approximately 30 plans per week	Contractor shall ensure that all participants who are program ready, complete a plan.
Job Club (1) CalWORKs (2) CalFresh E&T	Capacity to accommodate approximately 25 individuals per week	Contractor shall provide job preparation and job search preparatory training and support.
GED (1) CalWORKs (2) CalFresh E&T	Capacity to accommodate approximately 25 individuals per week	Contractor shall provide a GED preparatory and testing service site.
Work Experience Program (1) CalWORKs Only	Capacity to provide approximately 25 daily slots at a variety of worksites within Alameda County.	Contractor shall provide an adequate number of work sites to accommodate program participants.
Job Placement Services (1) CalWORKs (2) CalFresh E&T	Capacity to assist approximately 25 job ready participants at any	Contractor shall assist program participants who are job ready with attaining employment.

	given time with conducting a job search.	
Job Retention & Reemployment (1) CalWORKs (2) CalFresh E&T	Capacity to track and monitor approximately 30 employed individuals during their 180-day employment period.	Contractor shall provide ongoing follow up case management services as needed to ensure that participants stay employed and/or are reconnected to their ACSSA job developer for reemployment services.

A. Program Orientation Expectations: Program Orientation is designed to assist participants with determining their readiness, willingness, and abilities to participate in their employment and training program activities. It is also designed to provide participants with the information, guidance and support they will need to make informed choices about their goals and objective in life. The Contractor shall conduct the full Orientation process in partnership with ACSSA staff as follows:

- i. The Contractor shall retrieve the list of scheduled participants from CalWIN and prepare a sign-in sheet. List of scheduled participants shall be reviewed daily to ensure all scheduled one-on-one or group orientations are conducted. List will include the names and contact information of the schedule participants as well as the Orientation appointment dates and times.
- ii. The Contractor shall contact the scheduled participants prior to the scheduled Orientation date as a courtesy reminder.
- iii. The Contractor shall follow-up with participants who do not show up or do not complete their scheduled Orientation. Follow-up shall be done by phone, text, or email.
- iv. The Contractor shall provide incentives, such as gift cards, for participants who show up and complete the full program Orientation process. Incentives can also be awarded to participants who reach, or complete other important program benchmarks as described in this contract.
- v. The Contractor shall be responsible for providing sufficient staff to conduct one weekly full-day group Orientation session that could include up to 15 participants. Additionally, the Contractor shall conduct approximately fifteen (15) one-on-one Orientation sessions per week. Individual, one-on-one Orientation sessions are expected to last between 3 to 4 hours per participant.

- vi. The Contractor shall conduct all Orientation sessions at the CPET service site during normal business hours from 8:30 A.M. to 5:00 P.M.

B. Program Orientation Components: For the Contractor to conduct a thorough and complete Orientation process, ACSSA shall provide a set of procedures to assist and guide the Contractor with managing the service flow timelines, expectations and the sequence of the delivery of the service components. The program Orientation sessions will include at minimum the following components as listed below:

- i. **Introductory Interview Meeting:** The Contractor shall conduct an initial one-on-one introductory interview with newly enrolled program participants. The purpose of this meeting is for the Contractor to begin establishing a positive and trusting rapport with participants as well as provide motivation, encouragement and promote consistent program participation. The Contractor shall use these sessions to begin assisting individual participants with creating an individual and/or Family Self-Sufficiency Plan (FSSP). The FSSP will be based on the principles of CalWORKs 2.0 and shall assist participants with identifying intermediate action steps that will help them achieve mid and long-term career and life goals.
- ii. **Program Support Team (PST):** The Contractor shall play an important role on the *Program Support Team (PST)*. The PST meetings will be scheduled monthly/weekly based on need. The PST meeting(s) shall include the Service Provider (SP/Contractor) and Employment Counselor(s) (EC). Career Development Specialists (CDS I) and Job Developers (JD) shall be included as needed.

These meetings are to ensure that the FSSP and WTW program goals are achievable and in the best interest of the participant, discuss a participant's progress, status and needs throughout their on-going program. The PST will be established soon after the participant completes their Orientation and Appraisal.

- The CDS I shall check if a same day/initial PST meeting can be scheduled. If so, the CDS I shall notify the EC and SP once the Appraisal (APR) has been completed.
- If the same day PST meeting cannot be scheduled, to engage the client timely before other scheduled activities, the initial PST meeting should be scheduled by the EC within one week of being notified by the SP, but no later than 30 days from the completion of the WTW plan.
Note: The SP will assist the EC with scheduling the initial PST meeting if the PST has not been scheduled after one week.
- The EC shall lead the coordination of scheduling the PST meeting(s).
- If the client is unavailable, the EC shall schedule follow up PST meetings (via phone/video/in-person).
- If needed, the PST shall meet at least monthly for the purpose of discussing a participant's progress and status as well as to review the WTW and FSSP goals, coordinate future services and offer support throughout the participant's time in the program.

- The initial PST team meetings shall include the EC and SP. CDS I and Job Developers can be included as needed. Subsequent PST meetings shall include the EC and all the aforementioned employment services staff as appropriate.
 - The PST shall ensure that all information regarding a participant's status is shared and communicated to all involved SP and above-mentioned WBA staff.
 - The EC and SP shall develop and propose the meeting agenda items. The EC shall make modifications as needed and finalize the agenda prior to the meeting.
 - The PST meeting shall follow the guidelines based on the CalWORKs 2.0 State Initiative: [CalWORKs 2.0 Next Generation Website at calworksnextgen.org](http://calworksnextgen.org).
- iii. **Orientation Presentation:** The Contractor shall conduct program Orientation presentations for newly enrolled participants in either the CalWORKs or CalFresh Employment & Training programs. This presentation shall provide the participant with an understanding of the program requirements, their rights and responsibilities, the available treatment services, and the ancillary supportive services available to them. Also, during this Orientation period, the Contractor shall assist participants completing the required County program employment forms. Additionally, and of the highest priority, the presentation segment of the Orientation will emphasize the immediate and long-term benefits and rewards that the program has to offer the participants.
- iv. **English and Math Proficiency Testing:** The Contractor shall administer the Comprehensive Adult Student Assessment System (CASAS) tool in order to assess the modalities of reading, math, listening, speaking and writing abilities of both native and non-native English speakers.
- v. **CalWORKs Appraisal:** The Contractor shall assist, when required by WBA staff, with administering the Online CalWORKs Appraisal Tool (OCAT) for all newly enrolled participants. OCAT is a Web-based tool that consists of a detailed comprehensive Appraisal of the overall work readiness of CalWORKs participants. It includes an Appraisal of their employment skills, employment aspirations, work history, and educational level. OCAT also includes a comprehensive screening for barrier identification and a detailed explanation of available services pertaining to learning disability screenings, substance abuse, mental health, domestic violence, childcare, transportation, and ancillary expenses.
- vi. **CalFresh E&T Assessment:** The Contractor shall assist when required by ACSSA staff with conducting an Assessment interview for newly enrolled CalFresh E&T participants. This Assessment interview will consist of a detailed comprehensive evaluation of the overall work readiness of all program participants as well as an Assessment of their employment skills, employment aspirations, work history, and educational level. The Assessment also includes a comprehensive screening for barrier identification and a detailed explanation of available services pertaining to learning disability screenings, substance abuse, mental health, domestic violence, childcare, transportation, and ancillary expenses.

The emphasis in this phase of the process is to identify if the participant is employment ready.

C. Employment Plans: The Contractor shall be trained by ACSSA on how to thoroughly conduct employment planning and Assessment sessions, and to complete all state and County mandated employment plan forms. The Contractor shall use the CalWORKs Appraisal and CalFresh E&T Assessment information gathered from the Orientation session to assess a participant's skills, needs, work history and educational background to help a participant with creating an employment plan. Below is a description of the two most common employment plans used by the County.

- **CalWORKs Welfare-To-Work Employment Plan** - The Contractor shall meet in person with a CalWORKs participant to discuss the information gathered from the FSSP and the Online CalWORKs Appraisal Tool (OCAT). They will use this information to determine the appropriate type(s) of WTW activities, supportive services and required hours of participation that are to be documented in the participant's individualized WTW2 Plan. Below is a list of County approved WTW activities:

Core activities - Job-related activities may include:

- i. Subsidized or unsubsidized employment
- ii. Work experience
- iii. On-the-job training (OJT)
- iv. Work-study
- v. Self-employment
- vi. Community service
- vii. Grant-based OJT
- viii. Vocational education and training (12-month lifetime total)
- ix. Job search and job readiness assistance
- x. Mental health and substance abuse services
- xi. Providing childcare to a community service program participant.

Non-core activities - These may not be directly linked to getting a job. Non-core activities may include, but are not limited to:

- i. Adult basic education
- ii. Basic Education
- iii. GED preparation and exam
- iv. Job skills training directly related to employment
- v. Education directly related to employment
- vi. Satisfactory attendance in a secondary school
- vii. Mental health, substance abuse, and domestic violence services
- viii. Vocational education and training beyond the 12-month lifetime total
- ix. Other activities necessary to assist in obtaining employment.

- **CalFresh E&T Individual Employment Plan (IEP):** The Contractor shall meet in person with a participant who is enrolled in the CalFresh E&T program to discuss the information gathered from their Self-Sufficiency Plan and the Assessment interview to complete an Individual Employment Plan (IEP). The completed IEP will contain a

description of the program activities chosen by the participant, the available supportive services, and the required hours of participation the participant will perform each month.

D. Employment and Training Service Components: The Contractor is expected to provide employment and training services designed to increase the employability and self-sufficiency of individuals while also allowing participants to meet their mandated hourly work participation requirements. The Contractor's staff shall be stationed at the assigned County CPET service site where staff will have access to a computer lab, workshop rooms, cubicles, and office space. The following is a listing of the types of employment and training services the Contractor shall provide.

- 1. Job Club/Job Search:** The Contractor shall be responsible for providing an open/entry, open/exit daily Job Club and Job Search program, offering up to four (4) weeks of employment related services and structured activities as stated below:
 - i. Provide a daily, Monday through Friday schedule of individualized employment related services for the participant that will be managed and monitored by the Contractor's onsite staff.
 - ii. Assign all participants with a job club schedule of program activities to help ensure they fulfill their mandated hourly work participation requirements.
 - iii. Work closely with participants assigned to ACSSA Job Developers to incorporate job search and job placement resources, activities and services that will be based on the individual participant's employment needs.
 - iv. Provide participants with the skills and knowledge they will need to independently conduct and self-manage a successful job search process.
 - v. Provide a variety of relevant career and employment workshops.
 - vi. Provide referrals for resources and support services for individuals facing challenges, such as domestic violence, substance abuse, former incarceration, and other issues that may potentially create a barrier to sustainable employment.
 - vii. Include job preparatory services specifically designed for formerly incarcerated individuals.
 - viii. Manage a computer learning lab that will allow participants to learn basic to advanced computer skills as well as to conduct job search activities.
 - ix. Ensure that all participants are provided with a structured training program on the usage of the CalJobs online system. 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.
 - x. Collaborate with CalJobs 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 Career center. Such services can include, but are not limited to Universal, Basic and Individualized Services.
 - xi. Work in conjunction with the ACSSA Job Developers, and other County staff to assist with on-site employment recruitment events and job fairs.

- xii. Teach participants how to access Earned Income Tax Credit information and assistance.
- xiii. Provide on-site staff who are expert at assisting all participants with developing their individualized resumes, cover letters and master applications.
- xiv. Offer an ongoing series of mock interview sessions and workshops.
- xv. Team up with the ACSSA Job Developers and Employment Counselors to provide job placement services as well as on-going job retention and job coaching support services to ensure that participants placed in jobs have the support they will need to successfully stay permanently employed.
- xvi. Provide participants with soft skill, lifestyle management and financial education trainings to help participants be successful in maintaining positive personal/professional relationships and constructive lifestyle behaviors.
- xvii. Connect clients with opportunities to obtain certification and licensure in high demand industries.

2. **Employability Workshops:** The Contractor shall include employability workshop for program participants attending Job Club. Workshops shall focus on the skills and knowledge that a participant will need to find a job and succeed in the world of work. Workshops will incorporate numerous opportunities for participants to partake in individual and group class discussions, presentations, and experiential exercises. The Contractor shall design these workshops to accommodate participants with a wide range of reading and math levels and abilities. The Contractor shall incorporate the following guidelines for their Employability Workshops:

- i. Individual workshops should be designed as stand-alone modules that can be completed in 1 to 4 hours each.
- ii. Workshops should be offered in both the morning and afternoon, five days per week, during normal business hours.
- iii. Workshops should be designed so that they are open entry, allowing participants to be enrolled and start in a full or partial series of workshops on any day of the week.
- iv. There should be a minimum of twenty (20) or more distinct and different workshop modules that cover a wide spectrum of topics and subjects related to the world of work.
- v. Each workshop module must have a written curriculum.
- vi. The entire workshop series should be designed to repeat every two to three weeks in its entirety.
- vii. The Job Club program and workshop facility should be staffed with a qualified, credentialed facilitator(s).
- viii. All Employability Workshops will be conducted at the regional County facility site.

3. **Office Technology and Internet Training Lab:** The Contractor shall provide a computer training lab program at the assigned service site that will focus on computer literacy, Internet usage, and job search activities. The computer training lab program can be taken while a newly referred participant is enrolled in either the Job Club program or in any component of the Work Experience Program. The Contractor shall

ensure that the lab will accommodate participants with a wide range of reading and math levels and that at, minimum, participants receive the following services:

- i. A beginner to intermediate computer literacy training series that focuses on learning Microsoft Office Suite and Internet usage.
 - ii. A morning and afternoon, five days per week schedule during normal business hours.
 - iii. An open entry schedule that allows participants to enroll and to start in a full or partial series of Office Technology workshops any day of the week.
 - iv. A self-paced, individualized curriculum based on the learning and employment needs of each individual.
 - v. Program content related to subjects pertaining to the world of work and how to use Microsoft Office in a work environment.
 - vi. Beginner to intermediate typing training program.
 - vii. Qualified credentialed instructor(s).
4. **Work Experience and Community Service (WEN/CS) Program:** The Contractor shall provide a variety of WEN/CS work activities at a number of approved worksites within their assigned region. WEN/CS worksites are designed to help CalWORKs participants who have limited educational experiences, possess limited-English communication abilities, sporadic employment histories or limited marketable skills to learn new job skills or to upgrade their current job skills in a non-paid or subsidized paid work position while receiving their cash aid assistance. WEN/CS work activities also allows participants to meet their required WTW hourly participation requirements.

The Contractor shall be expected to locate and manage an appropriate number of worksite hosts that will provide approximately seventy-five (75) Daily Slots in both the “for profit and non-profit” industries. The term “Daily Slots” is used to identify the number of program seats available to participants who are enrolled and stationed at a WEN/CS worksite based on the participant’s start and projected program end date.

The Contractor shall ensure that a participant’s worksite assignment is determined by their career and occupational goals. The Contractor must also ensure that the worksite host provides daily supervision and that they are providing training that will benefit the participant’s abilities to reach their career goals.

The Contractor shall be trained by ACSSA on the WEN/CS program guidelines, procedures, and policies regarding how the Contractor shall manage the program and all of its various components.

The following are descriptions of those various components within the ACSSA WEN and CS that the Contractor shall be responsible for managing:

- a. **Unpaid Work Experience (UWEN) and Paid Work Experience (PWEN)** –The primary distinction between Unpaid and Paid Work Experience is that participants in PWEN receive a minimum hourly wage for the hours they work at their assigned worksite while participants in UWEN only receive their CalWORKs cash aid. PWEN participants will not be the employees of the assigned worksite host but

rather, the Contractor shall act as the employer of record for CalWORKs recipients enrolled in the PWEN component. The County shall subsidize all wages using AB 74 funds from the State of California.

The Contractor shall be responsible for ensuring that participants in a PWEN activity receive a scheduled bi-weekly payroll check. Hourly wages will be based on California's minimum wage standards and in some instances, on city minimum wage standards. The Contractor shall carry out all of the common payroll functions as the employer of record for the PWEN program and the timely submission of all the required employment-related documentation that includes, but is not limited to, the following:

- i. New Hire Documentation – Processes, completes and maintains all new hire IRS W-4, W-5 and other new hire-related documentation, prior to participants starting their work assignment at the host/worksites.
- ii. Timesheets – Coordinates the collection of the timesheet information that is to be submitted in time for payroll processing prior to the payroll due date, per the payroll schedule for each pay period.
- iii. Payroll Schedule – Issues biweekly payroll and ensures the distribution of the payroll checks to participants on time each pay period.
- iv. Direct Deposit – Provide an option for Electronic Funds Transfer (EFT) services that will automatically transfer payroll funds to an individual participant's checking or savings account at a participating bank or credit union.
- v. Payroll Deductions – Responsible for making sure that Federal Insurance Contributions Act (FICA), Unemployment Insurance, Workers' Compensation Insurance, Social Security, and all other standard payroll deductions are properly deducted in accordance with Federal, State and Local laws.
- vi. Emergency Manual Checks - On an as-needed basis, manual checks will be produced—upon request—by the worksite staff or ACSSA staff. Manual checks should be exceptions.
- vii. W-2s – Responsible for providing W-2s for the preceding calendar year by January 20 each year.
- viii. Earned Income Tax Credit (EITC) – Upon request eligible CalWORKs participants to reduce the amount of tax they owe. The EITC is a refundable federal income tax credit for low-income working individuals and families. To qualify, they must meet certain requirements and file a tax return, even if they do not owe any tax or are not required to file. If EITC reduces their tax to less than zero, they may get a refund.
- ix. Wage Garnishments – The employer of record will administer wage garnishments as required.
- x. Submit monthly detailed expenditure reports to the ACSSA Finance Department.

As the employer of record, the selected Contractor shall also be responsible for the following:

- i. Distributing paychecks to all PWEN assigned participants on a bi-weekly payroll schedule.
 - ii. Providing information to PWEN participants about the EITC.
 - iii. Ensuring that participants at the worksite are supervised by the employer while at the worksite.
 - iv. Making sure the employer signs a written agreement with the Contractor that outlines the roles and responsibilities of the worksite host, the Contractor, and the participant. (The County shall provide the Work Site Agreement for this purpose)
 - v. Properly informing the participants that they are guaranteed the same federal and state safety standards and the same federal, state and local rights pertaining to discrimination based on race, sex, national origin, religion, and age or disability as all employees at the placement site.
 - vi. Ensuring the participant understands that they are not considered to be a true employee of the PWEN worksite and are therefore not entitled to any salary or employment related benefits provided to the regular employees of the placement site.
 - vii. Informing the employer that ACSSA provides Liability and Workers' Compensation insurance coverage, and medical coverage, to all WEN Program participants.
- b. **Community Service (CS)** - CS is an unpaid work-related activity for CalWORKs WTW participants who have exhausted their vocational and/or work experience time requirements and who are unable to find unsubsidized employment sufficient to meet their required WTW participation hours. CS programs must be limited to projects that serve a useful community purpose in fields such as health, social services, environmental protection, education or recreation.
- c. **Bridging Activities (BA)** - Bridging Activities are designed to be short-term assignments for CalWORKs participants who are on break between their WTW-approved activities. An example would be a CalWORKs participant who is attending a vocational or educational training program and is on a school break for a few weeks. This participant may be referred by their Employment Counselor to the Contractor who will be responsible for providing that participant with hours of participation at a non-profit Community Service worksite and/or at the Contractor's facility attending workshops or performing employment and training activities at the Computer Lab.
- d. **Drop-In Activities** - Drop-In Activities are designed for CalWORKs participants who need additional program hours to fulfill their weekly WTW hourly requirements. An example could be a participant who works on-call as a day laborer and may intermittently not work due to short term work assignments or bad weather. A Drop-in activity may also be needed if a participant's case is selected for a Work Participation Rate audit and there is a need for that participant to be placed in a short-term WTW program activity in order for them to fully comply with their mandated WTW hourly requirements. Therefore, the Contractor shall be responsible for providing these participants with "Drop In" hours at a non-profit worksite and/or

at the Contractor's facility where they can attend workshops or use the Computer Lab for employment and training activities.

e. WEN/CS Guideline:

- i. Many participants entering the WEN/CS program shall attend the Contractor's Employability Workshops and/or the Office Technology Lab while also putting in hours at a work experience or community service worksite.
- ii. Participants assigned to short-term Bridging or Drop-In activities can opt to perform their hourly requirements at an actual worksite, or by attending the Contractor's Employability Workshops or using the Office Technology lab to work on employment related assignments.
- iii. Contractor shall ensure that all participants are matched with worksite hosts that are able to provide the skills, the training and the knowledge that are in line with a participant's short and long-term career goals.
- iv. Contractor shall be required to develop a diverse number of worksite hosts to accommodate a variety of WEN/CS activities.
- v. Contractor and participating worksite employers must ensure that placement in any type of a WEN activities does not result in the termination or displacement of the current employees, the reduction of the current employees' working hours, or the infringement of promotional opportunities for current employees.
- vi. Contractor shall provide WEN/CS activities to limited or non-English proficient (LEP) CalWORKs referrals from WBA staff and/or other ACSSA contractors.
- vii. The employer site supervisor and the Contractor must sign a worksite agreement. The ACSSA shall assist with the development of this agreement.
- viii. Contractor shall develop job descriptions with the various worksite host supervisors describing in detail the work responsibilities participants will perform at the sites.
- ix. Contractor shall ensure that worksite supervisors maintain daily attendance records. Attendance records will be submitted to the Contractor in accordance with the bi-weekly payroll schedule requirements.
- x. Contractor shall assist participants at worksites to transition from an Unpaid to a subsidized Paid Work Experience training component when appropriate. These activities can take place at the current worksite or in some cases the participant will need to move to a new worksite host.
- xi. Contractor shall ensure that the worksite supervisors complete monthly work evaluations for each participant throughout the duration of the participant's program.
- xii. Contractor shall coordinate an in-person meeting with the participant and worksite supervisor at the host site to discuss the participant's progress.
- xiii. Contractor shall be responsible for monitoring worksites to ensure all participants are in fact performing assignments/activities in accordance with the worksite agreements.
- xiv. Contractor shall ensure that all participants are properly supervised at all times at their worksite by the worksite supervisor.
- xv. Contractor shall ensure there are no potential or imminent safety issues at the assigned worksite.
- xvi. Contractor shall act as an intermediary between the participant and worksite supervisor in the event of disagreements or disputes involving the participant.

- xvii. Contractor shall identify, develop, and monitor suitable worksites only within the County of Alameda and based primarily within awarded Region.
- xviii. The County encourages the Contractor to think creatively regarding establishing and using worksites for the WEN/CS Program. Worksites can range from a small for-profit or non-profit business that can accommodate as few as one individual at a time, to a large, centralized business worksite setting that can accommodate 10-to-20 or more CalWORKs participants at a time.
- xix. It is expected that the Contractor shall manage approximately seventy-five (75) program participants at a variety of worksite locations within their contracted region.

5. **Basic Skills Remediation:** Contractor shall provide readily available access to GED preparation and testing services for CalWORKs participants lacking high school diplomas. This includes providing these participants with an opportunity to complete all the required test components that will result in attaining their GED.

E. **Case Management Services:** Contractor shall be responsible for incorporating the CalWORKs 2.0 principles in order to assist ACSSA with implementing a more supportive level of case management services for the most disadvantaged groups of participants who come to ACSSA for services. Below is a listing of the major qualities associated with the CalWORKs 2.0 approach that the Contractor shall incorporate into their case management approach:

- i. Open-minded. Judgment or criticism can act as barriers to communication, so it is important to maintain openness during the interview process. If interviewees perceive that they are being judged or evaluated, then they are less likely to openly share their opinions.
- ii. Flexible and responsive. Human interactions are complex and people's responses to questions are rarely predictable, so good interviewers can think on their feet, respond to challenges, and make sure that the core purpose is being served.
- iii. Patience. Allow the respondent to speak freely and open up at a pace that is personally comfortable to them.
- iv. Observant. Good interviewers are observant, picking up subtle cues such as facial expressions, body language, and tone of voice.
- v. Active Listening. A good listener focuses completely on what is being said and gives full attention to the speaker until either the message has been received or the speaker has finished speaking.
- vi. Paraphrasing. Repeating for understanding what the speaker is saying to confirm to the speaker that the listener is truly listening and that the message conveyed is the message received.

- vii. Reflection. By paying attention to tone and emotional content, the interviewer can gain a greater understanding of the message being delivered by the speaker.
- viii. Career coaching. The goal of career coaching is to empower participants by helping them make informed decisions about their career pathway.
- ix. Goal Achievement. The backbone strategy behind the CalWORKs 2.0 case management approach that relies on the idea that successful small steps will lead to better long-term outcomes.
- x. Motivational Interviewing. A counseling method that helps resolve ambivalent feelings and insecurities and to find the internal motivation needed to change behavior. It takes into consideration how difficult it is to make life changes.

F. Job Retention/Re-employment Services: The Contractor shall be responsible for assisting the participants and their respective employers with job retention and/or re-employment services. The length of job retention assistance will be for at least 180 days for CalWORKs recipients and 90 days for CalFresh E&T participants, after the initial employment start date. It is the intent of these follow up services to help participants placed into jobs overcome any challenges or issues that may arise during this critical period, and to ensure further progress toward long-term employment and eventual self-sufficiency.

The Contractor shall provide frequent follow-up with both the placed participant and, when appropriate, with the employer. The Contractor shall provide follow-up retention and/or re-employment services during the initial 90-day or 180-day employment period, to ensure that the participant stays employed or is not unemployed for more than five consecutive workdays.

G. Employer Engagement: The Contractor shall identify and cultivate employment opportunities and ongoing relationships with a wide range of employers with a special focus on helping program participants find and keep work while meeting the hiring needs of employers in the competitive labor market.

- i. The Contractor shall encourage employers to utilize the CalJobs online system and network for their recruitment and employment needs.
- ii. The Contractor shall organize Business Advisory Committees to focus on identifying business sectors that could provide full time and career advancement employment opportunities specific to CalWORKs, CalFresh and General Assistance participants.
- iii. The Contractor shall conduct job fairs to regularly provide businesses with a large pool of qualified candidates with the goal of placing them into available jobs.
- iv. The Contractor shall provide information to employers about financial incentives and services such as the Work Opportunity Tax Credit (WOTC) and subsidized or partially subsidized wage programs.

- v. The Contractor shall conduct targeted employment research using local labor market information to identify growing industry sectors that have a demand for labor and are open to hiring from the population we serve.
- vi. The Contractor shall ensure employment satisfaction by screening for candidates that are a good match between the jobseeker's strengths and needs and employer's strengths and needs.
- vii. The Contractor shall provide an in-house business culture and employment program that look, feel, and act like a business.
- viii. The Contractor shall focus on the Industry Clusters and Occupations within Alameda County that would provide CalWORKs, CalFresh and General Assistance participants with the following employment opportunities:
 - (1) Permanent, full-time employment of no less than 35 hours per week within sectors that have the potential to provide livable wages and benefits.
 - (2) Employment that offers career advancement opportunities.
 - (3) Employment that provide training to foster career advancement for entry-level employees with limited work skills and employment histories.

VII. Program Requirements

- A. The Contractor shall be required to work in collaboration with WBA staff and other CPET Contractors to ensure that all service components are provided in a consistent manner throughout the different regional sites within Alameda County. This includes providing a proactive career and employment services program to support participants in overcoming barriers and successfully completing their program.
- B. The Contractor shall collaborate with WBA staff to operate and manage an employment and training program that is firmly based on the principle of CalWORKs 2.0. The required outcome for this program will focus on achieving full-time permanent employment.
- C. The Contractor shall provide staff that are qualified and trained to carry out all activities and schedules they are contracted to perform.
- D. The Contractor shall request, as needed from the County, ongoing training and support that focuses on mandated Local, State, and Federal CalWORKs and CalFresh E&T rules, policies and regulations.
- E. The County will provide the Contractor with quarterly CalWIN, and program procedural training as needed for current and new staff members.

- F. The Contractor shall ensure that they will provide qualified programmatic and technically competent staff that possesses credentials and experience based on national standards of best practices for workforce development professionals. Staff qualifications should be based on but not limited to the following areas:
1. Career Development and Employment Planning
 2. Case Management
 3. Labor Market Information
 4. Customer Service
 5. Job Preparation
 6. Job Search
 7. Job Placement
 8. Job Retention and Re-employment
 9. Development of Business Relationships
 10. Job/ Career Development Skills
 11. Barrier Remediation
 12. Validated Assessment Tools.
- G. The Contractor shall monitor and document participant's attendance throughout their program.
- H. The Contractor shall utilize community resources that can provide support services to participants in need.
- I. The Contractor shall provide customized program services to meet the different core issues and needs of the variety of participants—instead of adopting a “one-size-fits-all” approach.
- J. The Contractor shall assist participant who complete Orientation and Appraisal with developing an initial FSSP that can include either Job Club, Work Experience, or Employment Services as their first activity.
- K. The Contractor, in conjunction with ACSSA, shall use validated screening and Assessment tools to identify a participant's barriers to employment in order to obtain information pertaining to the participant's skills, interests, and abilities as related to the current labor market.
- L. The Contractor shall develop, create or adapt curriculum and instructional methodologies to meet the specific learning needs of program participants who possess a variety of learning styles and ability levels.
- M. The Contractor shall partner with the CalJobs to identify service linkages and resource sharing opportunities in the areas of training, education and job placement.
- N. The Contractor shall develop a strong and viable business engagement program that will encourage strong employer involvement in the program as well as in job placement, job retention, reemployment, and training.

- O. The Contractor shall ensure that program staff possess the academic credentials and work experience based on national standards of best practices for Workforce Development Professionals in order to effectively carry out program activities that are contractually required. The Contractor shall provide ongoing training and support that focuses on ensuring its staff continues to acquire and enhance the basic competencies of their positions, including mandated Local, State, and Federal CalWORKs WTW rules and regulations.
- P. The Contractor shall be adequately staffed at all times to effectively carry out all program activities that are contractually required. The Contractor shall provide qualified programmatic and culturally competent program staff that can respond respectfully and effectively to ACSSA participants of all cultures, languages, races, ethnic backgrounds, religions and other diversity factors in a manner that recognizes, affirms and values the participant's individual worth, as well as their families
- Q. The Contractor shall be responsible for ensuring that their staff possesses a thorough understanding of the Federal, State and County regulations and policies related to the WTW planning process.
- R. The Contractor shall be expected to have the capacity to address the program participants' common barriers to program retentions and employment. Participant issues are both personal and family/situational in nature and may include, but not limited to:
 - i. Learning Disabilities
 - ii. Substance Abuse
 - iii. Mental Illness
 - iv. Mental and Physical Disabilities
 - v. Low Educational Levels
 - vi. Attention Deficit and Hyperactivity Disorder
 - vii. Medical (Physical) Problems
 - viii. Social Issues
 - ix. Domestic Violence
 - x. Family Issues
 - xi. Limited English Proficiency
 - xii. Lack of Transportation
 - xiii. Homelessness
 - xiv. State of Poverty

I. DELIVERABLES, REPORTING & DATA COLLECTIONS

The Contractor shall collect ample program data and information. The County will provide the Contractor with data collection and reporting formats to enter the required program data on a consistent and on-going basis. ACSSA's Office of Government and Community Relations (GCR) will use this data to provide the County and the State with monthly, quarterly, and year-to-date statistical reports related to program outcomes.

The Contractor shall be expected to use the online Clear Impact Scorecard tool for entering data related to Results-Based Accountability (RBA) measures.

ACSSA has adopted the RBA framework to strengthen and increase data collection and improve contract performance. The RBA framework establishes performance measures which will allow ACSSA to track the positive outcomes and benefits of services for the target population by focusing on three critical questions: How much work was done? How well was it done? and Is anyone better off?

The following performance outcomes are intended to be accomplished during the initial program period and for all additional years thereafter unless different outcome measures are negotiated in subsequent years. The Contractor should understand that the following performance standards will be used by the ACSSA to measure the success of this contract and assure the quality of the service delivery. The ACSSA reserves the right to modify the specified numbers to conform to any changes in future regulations to which the ACSSA is subject. The ACSSA and the WBA have established the following goals, which must be met or exceeded during and at the completion of each contract year:

RBA Performance Measures		Target Goal	How to Calculate	Agency Data Source	Scorecard Calculation
How Much?	# of participants served in the program	Undefined	# of CalWORKs + CF E&T participants who attend Orientation	Contractor Spreadsheet	YTD
How Well?	% of referred participants who attend Orientation	60%	# of CalWORKs + CalFresh E&T participants who attend Orientation divided by # CalWORKs + CalFresh E&T participants who are scheduled for Orientation	Contractor Spreadsheet	YTD
	% of participants who signed a Self-Sufficiency Plan	75%	# of CalWORKs + CalFresh E&T participants who signed a Self-Sufficiency Plan divided by # CalWORKs + CalFresh E&T participants who have completed Appraisal/ Assessment	Contractor Spreadsheet	YTD
	% of participants who complete the first activity in their Self-Sufficiency Plans	80%	# of CalWORKs + CalFresh E&T participants who complete the first activity in their Self-Sufficiency Plans divided by # of CalWORKs + CalFresh E&T participants who sign Self-Sufficiency Plans	Contractor Spreadsheet	YTD

	% of program participants who complete the full Orientation process who are enrolled in a Welfare-to-Work program activity within 10 days after the completion of the Self-Sufficiency Plan	75%	# of CalWORKs + CalFresh E&T participants who are enrolled in a WTW activity within 10 days after completing the Self-Sufficiency Plan divided by # of CalWORKs + CalFresh E&T participants who are enrolled in a WTW activity within 10 days after completing the Self-Sufficiency Plan	Contractor Spreadsheet	YTD
	% of participants placed in employment	50%	# CalWORKs + CalFresh E&T participants placed into jobs divided by # CalWORKs + CalFresh E&T participants who sign Self-Sufficiency Plans	Contractor Spreadsheet	YTD
	% of employed participants who are placed in full time employment	50%	# of CalWORKs + CalFresh E&T participants working full time divided by # CalWORKs + CalFresh E&T participants placed in jobs	Contractor Spreadsheet	YTD
Is anyone better off?	Average starting wage of participants placed in jobs	\$14.00/hr.	Total sum of starting hourly wages for all CalWORKs + CalFresh E&T participants placed in jobs divided by # of participants placed in jobs	Contractor Spreadsheet	YTD
	% of CalWORKs only participants who retain their jobs for 180 days after initial confirmation of employment	85%	# of employed CalWORKs only still employed after 180 days divided by # of employed CalWORKs only participants who began employment 180 days ago	Contractor Spreadsheet	YTD

	% of CalWORKs only who obtained full time permanent employment for 180 days who have employer-provided medical insurance	60%	# of CalWORKs only participants who obtained full time permanent employment for 180 days who have employer provided medical insurance divided by # of CalWORKs only participants who obtained full time permanent employment for 180 days	Contractor Spreadsheet	YTD
Definitions	<u>Self-Sufficiency Plans:</u> Welfare-To-Work Plan /Family Self-Sufficiency Plan (FSSP)/ Individual Education Plan (IEP).				
	<u>Full-time:</u> Working 35 or more hours per week at one job or combined at multiple jobs.				
	<u>Appraisal:</u> Appraisal is a WTW activity, which includes program information on the participant’s employment history, skills and need for supportive services. Appraisal is usually conducted by using the Online CalWORKs Appraisal Tool (OCAT).				
	<u>Assessment:</u> Assessment is a WTW activity which includes obtaining the participant’s work ability, educational history and current level, need for supportive services, local data market information, and identification of resources and completion of WTW plan.				
	<u>Participant Served:</u> A mandatory or voluntary CalWORKs + CalFresh E&T applicant who is registered and actively participating in the WTW program.				

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 ensure that all corrective action measures have been completed and contractor complies with contract requirements. Contractor shall 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 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

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

ATTACHMENT C

CONFIDENTIALITY – CONTRACT PROVISIONS

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

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

1. Assume responsibility for all personnel having access to the client list in regard to the confidential nature of client information. Safeguard measures are required to protect civil and criminal sanctions for non-compliance as contained in applicable statutes.
 2. Restrict access to client information to those authorized employees and officials who require access in the performance of their delivery of services under this contract.
 3. Work with the information under the control of authorized personnel in a manner to protect the confidentiality of client data file records and in such a manner to protect against unauthorized retrieval by computer, remote terminals, or any unauthorized means.
 4. Use ACSSA confidential client information provided to contractor for the purposes covered under the terms of this agreement. Any and all disclosure of client data file records, transactions or transmissions will be made only with prior written consent and authorization from the ACSSA.
 5. Return to ACSSA any and all client confidential information contained in hard copy or computer files/disc generated by this agreement as required for confidential destruction. All such files are the legal sole property of ACSSA.
4. Ensure project compliance with written corrective action plans as may be mandated by the 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 \$438,370. 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

- A. Contractor shall utilize an invoice format approved by WBA and the Contracts Office which incorporates the administrative/fiscal budget line items and payment terms. Contractor will submit originally signed invoices on a monthly basis by the 15th of each month. The County has thirty (30) working days to process an approved invoice for payment. In instances where the Contractor is uncertain as to whether the expense in question is appropriate, Contractor will consult with WBA and the Contract Liaison, who will make the final decision as to whether the expense is reimbursable under these agreement terms.
- B. 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 Deputy Finance Director Robert Woolley at (510) 268-2001.

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*.

13. All data as required by this contract.

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 Failure to submit required reports can delay the processing of invoices for reimbursement.

The 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 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 the Payables Unit at SSAinvoices@acgov.org to receive this information.

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 Contractors 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
FY23 Program Budget**

Cost Category	Year 2 (07/01/22 - 06/30/23)
A. PERSONNEL COSTS	
Program Manager	\$ 38,794
Administrative Asst.	\$ 6,919
Fringe Benefits and Rate	\$ 16,672
SUBTOTAL STAFFING	\$ 62,385
B. OPERATING COSTS	
Travel	\$ 855
Technology	\$ 2,000
Supplies	\$ 1,550
Postage	\$ 1,200
Parking	\$ 50
Marketing/Printing	\$ 350
SUBTOTAL OPERATIONS	\$ 6,005
C. DIRECT ASSISTANCE	
Incentive Gift Cards	\$ 5,525
Food	\$ 350
SUBTOTAL DIRECT ASSISTANCE	\$ 5,875
D. SUBCONTRACTORS	
Training	\$ 12,500
Contracted Career Coach #1	\$ 93,600
Contracted Career Coach #2	\$ 93,600
Contracted Job Developer	\$ 97,760
SUBTOTAL DIRECT ASSISTANCE	\$ 297,460
E. INDIRECT COSTS	
18% Indirect Costs	\$ 66,645.00
GRAND TOTAL COSTS (A, B, C, D, E)	\$ 438,370

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 Attn: Insurance Unit - With a copy to Risk Management Unit (1106 Madison Street, Room 233, Oakland, CA 94607)</p> 	

EXHIBIT - E
ADDITIONAL CONTRACT PROVISIONS

FEDERAL PROVISIONS

Funds used for payment of this Contract may be from or subject to reimbursement by state and/or federal funds. Some of these funding sources require additional contractual obligations and County and Contractor hereby agree to the following additional terms and conditions. The parties agree to each of these terms for reasons including, but not limited to, meeting all contracting requirements as set forth in 2 C.R.F. § 200.326 and 2 C.F.R. Part 200, Appendix II. These terms supplement the General Terms and Conditions.

I. General Provisions

(A) **Remedies.** In the event of a breach by Contractor of any term or provision of this Agreement, the County shall have the right to pursue all available remedies at law or equity, including recovery of damages and specific performance of this Agreement. The parties hereto agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by Contractor of any of the provisions of this Agreement and hereby further agrees that, in the event of any action for specific performance in respect of such breach, Contractor shall waive the defense that a remedy at law would be adequate. Except as expressly provided elsewhere in this Agreement, each party's rights and remedies under this Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.

(B) **Termination.** The County may suspend, terminate, or abandon the execution of any work by the Contractor under this Contract with or without cause at any time upon giving the Contractor prior written notice. In the event that the County should abandon, terminate, or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination, or abandonment, but in no event shall Contractor be entitled to more than the not to exceed amount of the Contract, or if applicable, the portion of the Contract being terminated.

(C) **Equal Employment Opportunity.** During the performance of this contract, Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading,

demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers' representatives of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be

canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the County may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the Contractor so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Contractor agrees that if it fails or refuses to comply with these

undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Contractor and refer the case to the Department of Justice for appropriate legal proceedings.

These provisions are included in addition to the Equal Employment Opportunity Practices Provisions in the General Terms and Conditions and Contractor shall abide by both provisions.

(D) Rights to Inventions Made Under a Contract or Agreement. If this Contract is funded in whole or part by a Federal award of funds and the Contract and/or funding meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the Contractor (the “recipient or subrecipient”) wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. This requirement applies to “funding agreements,” but it does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”

(E) Clean Air Act and the Federal Water Pollution Control Act. The following provisions apply for all contracts in excess of \$150,000:

(1) **Clean Air Act** (42 U.S.C. 7401–7671q).

- a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

- b. The Contractor agrees to report each violation of the Clean Air Act to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

(2) **Federal Water Pollution Control Act** (33 U.S.C. 1251–1387).

a. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

b. The Contractor agrees to report each violation of the Federal Water Pollution Control Act to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

(F) Debarment and Suspension. In addition to the debarment and suspension requirements in the General Terms and Conditions and executed Debarment certificate, the following terms shall apply:

(1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.

(3) This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C

and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available the County , the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of the Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered contracts.

(G) Conflict of Interest. By executing this Contract, Contractor certifies that it does not know of any fact which constitutes a violation of Section 66 of County’s Charter; Title 9, Chapter 7 of the California Government Code (Section 87100 et seq.), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 et seq.), and further agrees promptly to notify the County if it becomes aware of any such fact during the term of this Contract. In addition, Contractor shall be in full compliance with all other conflict of interest requirements, including those contained in 2 C.F.R. § 200.318.

(H) Byrd Anti-Lobbying Amendment. For any contract of \$100,000 or more, Contractor shall complete the required certification (included below) Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the County.

(I) Procurement of recovered materials.

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- a. Competitively within a timeframe providing for compliance with the Contract performance schedule;
- b. Meeting Contract performance requirements; or
- c. At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

(J) Access to Records.

(1) The Contractor agrees to provide the County, the Federal Awarding Agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the Federal Awarding Agency or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the Federal Awarding Agency or the Comptroller General of the United States.

(K) Changes. The cost of any change, modification, change order, or constructive change must be allowable, allocable, within the scope of a funding grant or cooperative agreement, and reasonable for the completion of project scope. Changes can be made by either party to alter the method, price, or schedule of the work without breaching the Contract by entering a written amendment executed by authorized representatives. The Contract may not be modified except by a written document signed by both parties. It is mutually understood and agreed that no alterations or variations of the terms of this Contract shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

(L) Seal, Logo, And Flags. The Contractor shall not use the Department of Homeland Security, or any other Federal, state or local seals, logos, crests, or reproductions of flags or likenesses of agency officials without specific Federal Awarding Agency pre-approval.

(M) Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that Federal financial assistance may be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, Federal Awarding Agency policies, procedures, and directives.

(N) No Obligation of Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the Contract.

(O) Program Fraud and False or Fraudulent Statements or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

(P) Local Preferences: To the extent that any local preferences are prohibited by funding, SLEB and other local preferences and policies have already been or are waived.

(Q) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the following provisions, from 29 C.F.R §5.5(b) shall apply:

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work

performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

(R) Domestic Preferences for Procurements. As appropriate and to the extent consistent with law, the contractor and their subcontractor(s), to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(S) Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. Contractor and their subcontractor(s) are prohibited from obligating or expending funds from this Agreement to (1) procure or obtain (2) extend or renew a contract to procure or obtain or (3) enter into a contract for equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(1) As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology

Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

- (2) See Public Law 115–232, section 889 for additional information. See also 2 CFR § 200.471.

II. Construction and Repair Work. The following provisions apply to construction or repair work:

Compliance with the Davis-Bacon Act and Copeland “Anti-Kickback” Act. For all prime construction contracts in excess of \$2,000 the following terms shall apply:

(1) Davis-Bacon Act

a. All transactions regarding this Contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

(2) Copeland “Anti-Kickback” Act

- a. Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

- b. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal Awarding Agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

- c. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

EXHIBIT E - 1

Certification for Contracts, Grants, Loans, and Cooperative Agreements CERTIFICATION REGARDING LOBBYING (APPENDIX A, 44 C.F.R. PART 18)

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor, {!vn} _____,
certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Date

Jonah Nicholas
Name
Vice Chancellor of Business Services
Title

EXHIBIT F
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 G

HIPAA BUSINESS ASSOCIATE AGREEMENT

INTENTIONALLY OMITTED

EXHIBIT G

**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: Jonah Nicholas TITLE: Vice Chancellor of Business Services

SIGNATURE: _____ DATE: _____