AGENDA_____July 29, 2014

Alameda County
Social Services Agency

Lori A. Cox
Agency Director

Thomas L. Berkley Square
2000 San Pablo Avenue, Fourth Floor
Oakland, California 94612
510-271-9100 / Fax: 510-271-9108
ssadirector@acgov.org
http://alamedasocialservices.org

June 19, 2014

Honorable Board of Supervisors
Administration Building
Oakland, CA 94612

Dear Board Members:

SUBJECT: Request for approval of Alternative Payment Child and Development Contracts for FY 2014-2015.

RECOMMENDATIONS:

A. Approve and authorize the President of the Board to sign Alternative Payment Contract Number CAPP-4000, General Fund, Project No. 01-2401-00-4, with the California Department of Education in the amount of $730,334 for Child Care and Development Services effective July 1, 2014 through June 30, 2015;

B. Approve four (4) service agreements to current CBO Master Contractors at FY 2014-2015 award levels funded through the Contract Number CAPP-4000, totaling $673,777 for specific Resource and Referral and Alternate Payment Provider Child Care contractors as detailed in Attachment A, and delegate authority to the Social Services Agency (SSA) Director, or designee, to sign and execute the contracts under the master contracting process;

C. Approve FY 2014-2015 funding distributions for six (6) service agreements totaling $139,592 to CBO Master Contractors - Maintenance of Effort (MOE) Child Care providers as detailed in Attachment A and delegate authority to the SSA Director, or designee, to sign and execute the contracts under the master contracting process; and,

D. Approve and authorize the President of the Board to sign additional Agreement Attachments: 1) Contractor Certification Clauses; 2) Resolution entering into a transaction with the California Department of Education to provide child care and development services; and 3) Federal Certifications for Lobbying, Debarment, Suspension, Other Responsibility Matters and Drug Free Workplace Requirements.

SUMMARY/DISCUSSION:

This letter requests action by your Board to approve FY 2014-2015 contract award distributions among contractors for the Alternative Payment Child Care and Development contracts. These funds were awarded to child care providers and designated Resource and Referral (R&R) contractors and Alternate Payment (AP) Providers to support child care services to children who are at risk of abuse or neglect, and to children whose families are receiving CalWORKs funds and are working or in job training programs.

In order to leverage CAPP-4000 funding from the State, Alameda County provides matching funds in the amount of $139,592, which support additional MOE provider childcare services.

The total amount of funds available for FY 2014-2015 Alternative Payment Maximum Child Care and Development Programs is $730,334, of which $673,777 is allotted to contracted services and $56,557 is allotted to program administration.

SELECTION/CRITERIA PROCESS:

On July 30, 2013, (File No. 28951, Item No. 8), all of the contractors listed on Attachment A were previously approved by your Board. All were recommended according to the County's contracting policy. The contracts were determined according to the contractors' specialized skills, services and geographical locations. All contractors are located in the County of Alameda. All of the providers listed on Attachment A are non-profit community based organizations that are exempt from the County's SLEB policy.

FINANCING:

The FY 2014-2015 final budget includes funds for this request. There are no new net County costs.

Sincerely,

Lori A. Cox
Agency Director

V Drive:/Boardletters/2014/07.29.14. CAPP4000

ATTACHMENT A

DISTRIBUTION OF CALIFORNIA DEPARTMENT OF EDUCATION
CHILD CARE AND DEVELOPMENT CONTRACT

CAPP-4000

ALTERNATIVE PAYMENT FUNDS FOR FISCAL YEAR 2014/2015
MAINTENANCE OF EFFORT (MOE) FOR FISCAL YEAR 2014/2015

Agency	Master #	Procurement#	*Service*	Contract Amount	*Location*	*Principal*
Resource & Referral (R&R) Contractors						
Community Child Care Council (4C's) of Alameda County	900164	10485	R&R Provider	$116,837	Hayward	Renee Herzfeld
Bananas, Inc.	900153	10483	R&R Provider	$391,419	Oakland	Richard Winefield
Child Care Links	900158	10481	R&R Provider	$116,837	Pleasanton	Carol Thompson
Alternative Payment (AP) Providers						
Davis Street Community Center	900086	10489	AP Provider	$48,684	San Leandro	Rose Johnson
Total Funding Awards				**$673,777**		
Administrative Cost allowed to SSA				$56,557		
TOTAL CAPP 4000				**$730,334**		
Maintenance of Effort (MOE) Providers						
Ephesians Children's Center	900654	10488	Child Care	$12,977	Berkeley	Newt McDonald
The Salvation Army (Booth Memorial Center)	900701	10496	Child Care	$14,425	Oakland	Ron Strickland
Saint Vincent's Day Home, Inc.	900657	10495	Child Care	$34,220	Oakland	Corinne Mohrmann
Supporting Future Growth Child Development Center	900658	10494	Child Care	$12,802	Oakland	Deborah McFadden
Kidango, Inc.	900186	10493	Child Care	$50,653	Fremont	Paul Miller
24 Hour Oakland Parent Teacher Children Center	900653	10502	Child Care	$14,515	Oakland	Nina Tanner-Smith
MOE Child Care Providers				**$139,592**		
TOTAL				**$869,926**		

RESOLUTION

R-2014-245

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services **and to authorize the designated personnel to sign contract documents for Fiscal Year 2014–15.**

RESOLUTION

BE IT RESOLVED that the Governing Board of Supervisors of Alameda County

CAPP-4000-Child Development Services

authorizes entering into local agreement number/s Project No: 01-2401-00-4 and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

NAME	TITLE	SIGNATURE
Keith Carson	President, Board of Supervisors	

PASSED AND ADOPTED THIS 29th day of July 2014, by the

Governing Board of Board of Supervisors

of Alameda County, California.

I, Tamika Davis, Clerk of the Governing Board of

supervisors of Alameda County,

California, certify that the foregoing is a full, true, and correct copy of a resolution adopted by the said Board at a Board of Supervisors' meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

(Clerk's signature) 8/26/14 (Date)

Approved as to Form
DONNA R. ZIEGLER, County Counsel
By
Print Name VICTORIA WU

A/C 7/29/14
#4
F29409

CALIFORNIA DEPARTMENT OF EDUCATION
1430 N Street
Sacramento, CA 95814-5901

F.Y. 14 - 15

DATE: July 01, 2014

CONTRACT NUMBER: CAPP-4000
PROGRAM TYPE: ALTERNATIVE PAYMENT
PROJECT NUMBER: 01-2401-00-4

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACTOR'S NAME: ALAMEDA COUNTY SOCIAL SERVICES AGENCY

By signing this contract and returning it to the State, the contractor is agreeing to provide services in accordance with the FUNDING TERMS AND CONDITIONS (FT&C), the GENERAL TERMS AND CONDITIONS (GTC-610) (both available online at http://www.cde.ca.gov/fg/aa/cd/) and the CURRENT APPLICATION which by this reference are incorporated into this contract. The Contractor's signature certifies compliance with the Funding Terms and Conditions, the Current Application and the General Terms and Conditions.

Funding of this contract is contingent upon appropriation and availability of sufficient funds.This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract.

The period of performance for this contract is July 01, 2014 through June 30, 2015. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, for a Maximum Reimbursable Amount (MRA) of $730,334.00.

SERVICE REQUIREMENTS
Minimum Days of Operation (MDO) Requirement 250

C-2014-95

Any provision of this contract found to be in violation of Federal or State statute or regulation shall be invalid but such a finding shall not affect the remaining provisions of this contract.

Approved as to Form
DONNA R. ZIEGLER, County Counsel
By Victoria Wu
Print Name VICTORIA WU

STATE OF CALIFORNIA	CONTRACTOR
BY (AUTHORIZED SIGNATURE) Sueshil Chandra	BY (AUTHORIZED SIGNATURE) Keith Carson
PRINTED NAME OF PERSON SIGNING Sueshil Chandra, Manager	PRINTED NAME AND TITLE OF PERSON SIGNING Keith Carson, President, Board of Supervisors
TITLE Contracts, Purchasing and Conference Services	ADDRESS 2000 San Pablo Ave., Oakland, CA 94612

AMOUNT ENCUMBERED BY THIS DOCUMENT $ 730,334	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE	Department of General Services use only
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT $ 0	(OPTIONAL USE) See Attached			
TOTAL AMOUNT ENCUMBERED TO DATE $ 730,334	ITEM See Attached	CHAPTER	STATUTE	FISCAL YEAR
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702			
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.			T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER See Attached			DATE	

CONTRACTOR'S NAME: ALAMEDA COUNTY SOCIAL SERVICES AGENCY

CONTRACT NUMBER: CAPP-4000

AMOUNT ENCUMBERED BY THIS DOCUMENT	PROGRAM/CATEGORY (CODE AND TITLE)		FUND TITLE	
$ 335,088	Child Development Programs		Federal	
PRIOR AMOUNT ENCUMBERED	(OPTIONAL USE)0656	FC# 93.596	PC# 000322	
$ 0	13694-2401			
TOTAL AMOUNT ENCUMBERED TO DATE	ITEM 30.10.020.007	CHAPTER	STATUTE	FISCAL YEAR
$ 335,088	6110-194-0890	B/A	2014	2014-2015
	OBJECT OF EXPENDITURE (CODE AND TITLE)			
	702 SACS: Res-5050 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT	PROGRAM/CATEGORY (CODE AND TITLE)		FUND TITLE	
$ 235,077	Child Development Programs		Federal	
PRIOR AMOUNT ENCUMBERED	(OPTIONAL USE)0656	FC# 93.596	PC# 000321	
$ 0	14153-2401			
TOTAL AMOUNT ENCUMBERED TO DATE	ITEM 30.10.020.007	CHAPTER	STATUTE	FISCAL YEAR
$ 235,077	6110-194-0890	B/A	2014	2014-2015
	OBJECT OF EXPENDITURE (CODE AND TITLE)			
	702 SACS: Res-5050 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT	PROGRAM/CATEGORY (CODE AND TITLE)		FUND TITLE	
$ 160,169	Child Development Programs		General	
PRIOR AMOUNT ENCUMBERED	(OPTIONAL USE)0656			
$ 0	23186-2401			
TOTAL AMOUNT ENCUMBERED TO DATE	ITEM 30.10.020.007	CHAPTER	STATUTE	FISCAL YEAR
$ 160,169	6110-194-0001	B/A	2014	2014-2015
	OBJECT OF EXPENDITURE (CODE AND TITLE)			
	702 SACS: Res-6040 Rev-8590			

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.	T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER	DATE JUL - 1 2014	

COPY

RESOLUTION

R-2014-245

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CAPP-4000-Child Development Services

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NAME	TITLE	SIGNATURE
Keith Carson	President, Board of Supervisors	Keith Carson

PASSED AND ADOPTED THIS 29th day of July 2014, by the Governing Board of Board of Supervisors of Alameda County, California.

I, Tamika Davis, Clerk of the Governing Board of supervisors of Alameda County, California, certify that the foregoing is a full, true, and correct copy of a resolution adopted by the said Board at a Board of Supervisors' meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

Tamika Davis
(Clerk's signature)

8/26/14
(Date)

Approved as to Form
DONNA R. ZIEGLER, County Counsel
By Victoria Wu
Print Name VICTORIA WU

Approved as to Form
DONNA R. ZIEGLER, County Counsel
By Victoria Wu
Print Name VICTORIA WU

CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
Alameda County Social Services Agency	94-600051
By (Authorized Signature) Keith Carson	
Printed Name and Title of Person Signing Keith Carson, President, Alameda County Board of Supervisors	
Date Executed Aug. 20, 2014	*Executed in the County of* Alameda

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;
2) the person's or organization's policy of maintaining a drug-free workplace;
3) any available counseling, rehabilitation and employee assistance programs; and,
4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and,
2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department

determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over $100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued

pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

FEDERAL CERTIFICATIONS

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 45 CFR Part 93, "New restrictions on Lobbying," and 45 CFR Part 76, "Government-wide Debarment and Suspension (Non procurement) and Government-wide requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

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1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 45 CFR Part 93, for persons entering into a grant or cooperative agreement over $100,000 as defined at 45 CFR Part 93, Sections 93.105 and 93.110, the applicant certifies that:

(a) 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 any agency, a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement:

(b) If any funds other than federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an employee of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with this instruction;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

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2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by executive Order 12549, Debarment and Suspension, and other responsibilities implemented at 45 CFR Part 76, for prospective participants in primary or a lower tier covered transactions, as defined at 45 CFR Part 76, Sections 76.105 and 76.110.

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period proceeding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

---

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The danger of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title,

to: Director, Grants, and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W., (Room 3124, GSA Regional Office Building No. 3), Washington, DC 20202-4571.

Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency:

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Alameda County, SSA

2000 San Pablo Ave.

Oakland, CA 94612

Check [ ] if there are workplaces on file that are not identified here.

DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

a. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant, and

b. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants and contracts Service, U.S. department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No. 3) Washington, DC 20202-4571. Notice shall include the identification numbers(s) of each affected grant.

ENVIRONMENTAL TOBACCO SMOKE ACT

As required by the Pro-Children Act of 1994, (also known as Environmental Tobacco Smoke), and implemented at Public Law 103-277, Part C requires that:

The applicant certifies that smoking is not permitted in any portion of any indoor facility owned or leased or contracted and used routinely or regularly for the provision of health care services, day care, and education to children under the age of 18. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to $1,000 per day. (The law does not apply to children's services provided in private residence, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for in-patient drug and alcohol treatment.)

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT (CONTRACTOR)	CONTRACT #
Alameda County Social Services Agency	CAPP-4000 Project No. 01-2401-00-4

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Keith Carson, President, Alameda County Board of Supervisors

SIGNATURE Keith Carson DATE Aug 20, 2014

Approved as to Form
DONNA R. ZIEGLER, County Counsel
By Victoria Wu
Print Name VICTORIA WU

RESOLUTION

R-2014-245

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services **and to authorize the designated personnel to sign contract documents for Fiscal Year 2014–15.**

RESOLUTION

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CAPP-4000-Child Development Services

authorizes entering into local agreement number/s Project No: 01-2401-00-4 and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

NAME	TITLE	SIGNATURE
Keith Carson	President, Board of Supervisors	

PASSED AND ADOPTED THIS 29th day of July 2014, by the

Governing Board of Board of Supervisors

of Alameda County, California.

I, Tamika Davis, Clerk of the Governing Board of

supervisors of Alameda County,

California, certify that the foregoing is a full, true, and correct copy of a resolution adopted by the said Board at a Board of Supervisors' meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

(Clerk's signature) 8/26/14 (Date)

Approved as to Form
DONNA R. ZIEGLER, County Counsel
By
Print Name VICTORIA WU

Form 110-8 Rev 10/16/13

4

COMMUNITY BASED ORGANIZATION
MASTER CONTRACT EXHIBIT A & B COVERSHEET

Dept Name: Behavioral Health Care Services Vendor ID #: 0000030505 Board PO #:

Bus Unit: BHSVC Master Contract #: 900170 Procurement Contract #: 10094 Budget Year: 2015

Acct #	Fund #	Dept #	Program #	Subclass #	Project / Grant #	Amount to be Encumbered	Total Contract Amount
610341	10000	350955	00000	N/A	BHG15MF71000000		251,086
610341	10000	350591	40200	N/A	N/A		
610341	10000	350591	41431	N/A	N/A		
610341	10000	350591	41432	N/A	N/A		
610341	11000	350850	40305	N/A	N/A		

Justification if partial encumbrance or liquidation requested: _____

Federal Funds Waiver #: _____ Contract Maximum: 251,086

Procurement Contract Begin Date: 07/01/2014 Expire Date: 06/30/2015 Period of Funding From: 07/01/2014 To: 06/30/2015

Department Contact: Network Office Administration Telephone #: (510) 567-8296 QIC Code: 28007

Contractor Name: East Oakland Community Project		
Project Name:		
Contractor Address: 7515 International Blvd., Oakland, CA 94621		
Remittance Address: 7515 International Blvd., Oakland, CA 94621		ALCOLINK Vendor Address#:
		BOS Dist. #:
Contractor Telephone #: (510) 368-1926	Fax #:	E-mail (Signatory): wendyujackson@gmail.com
Contractor Contact Person: Ms. Wendy Jackson		E-mail (Contact): wendyujackson@gmail.com
Contract Service Category: Mental Health		Estimated Units of Service: See Exhibit B-3

Method of Reimbursement (Invoicing Procedures): See Exhibit B-3

History of Funding:	Original	Amendment #1	Amendment #2	Amendment #3	Amendment #4
Funding Level	251,086	251,086			
Amount of Encumbrance	251,086	0			
File Date	6/3/2014	N/A			
File / Item #	29309/7	N/A			
Reason	Interim	Revised A & B			

Funding Source Allocation:

Federal - CFDA #: 93.958	State	County
$ 251,086	$ 0	$ 0

The signatures below signify that the attached Exhibits A and B have been received, negotiated and finalized. The Contractor also signifies agreement with all provisions of the Master Contract.

DEPARTMENT

By _____
Signature: **Manuel J. Jimenez, Jr., MA MFT**

Title Director, Behavioral Health Care Services

Date 9/3/14

RECEIVED
SEP 05 2014
CLERK & BOARD OF SUPERVISORS

CONTRACTOR

By Wendy U. Jackson
Signature

Wendy U. Jackson
Print or Type Name

Title Executive Director Date 8/27/14

By N/A
Signature

Print or Type Name

Title N/A Date

EXHIBIT A

PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS

Contracting Department	Alameda County Behavioral Health Care Services (BHCS)
Contractor Name	East Oakland Community Project (EOCP)
Contract Period	July 1, 2014 – June 30, 2015
Type of Contract	Master
Contract Number	900170

I. Program Name

East Oakland Community Project (EOCP), Crossroads – Emergency Housing

II. Contracted Services

- Outreach
- Case Management

III. Program Information and Requirements

A. Program Goals

Contractor shall provide services to accomplish the following goals:

- Assist clients to obtain and retain permanent housing[1];
- Assist clients to obtain employment and increase their income;
- Help clients link with appropriate behavioral health and other health care services;
- Help clients exit the program to known destinations.

B. Target Population

Contractor shall provide services to the following populations:

1. Service Groups

Contractor shall provide services to male and female single adults and families who experience mental illness and who are homeless or at risk of becoming homeless. Contractor shall primarily serve clients from North Alameda County (Oakland, Alameda, Piedmont, and Emeryville).

2. Referral Process to Program

Client referrals shall come from the BHCS Housing Services Office.

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[1] Permanent housing status means a client can stay in the housing for as long as they want or need and they are living in one of the following HMIS housing categories: i) Permanent housing for formerly homeless clients (such as Supportive Housing Program (SHP), Shelter Plus Care (S+C), or Single Room Occupancy (SRO)/ Moderate Rehabilitation (Mod/ Rehab)); ii) Room, apartment or house that you rent; iii) Apartment or house that you own; iv) Staying or living in a family member's/friends room, apartment, or house; v) Subsidized housing

3. Program Eligibility

Contractor shall only serve clients who:

- Are age 18 years and over;
- Have a mental health diagnosis;
- Are homeless or at risk of homelessness; and
- Are referred to Contractor's shelter by the BHCS Housing Service Office.

4. Limitations of Service

Not Applicable.

C. Program Description

Contractor shall maintain programmatic services at the following minimum levels:

1. Program Design

Contractor shall conduct outreach to ensure high utilization of the ten reserved emergency housing beds at Contractor's shelter by BHCS referred clients. Contractor shall utilize best practices approaches to emergency housing as delineated in the National Health Care for the Homeless Council: Shelter Health Guide and Tool Kits.

Contractor shall have a dedicated Mental Health Case Manager assigned to work with the ten BHCS clients staying at the shelter. Contractor's staff shall work with each client to develop a housing search and services plan to document a client's goals around housing and other supports, and identify the steps Contractor's staff shall take to support these goals.

Contractor shall integrate the services funded through this contract with additional services funded through other sources, including but not limited to the provision of:

- Emergency shelter beds;
- Meals, shower and laundry facilities, linens, beds, and toiletries;
- More general case management services; and
- An array of additional onsite groups and services.

2. Consumer/Client Flow

Not Applicable.

3. Discharge Criteria and Process

Contractor shall inform clients that they can remain in the program from one day to six months, or longer with mutual approval from BHCS and Contractor. Contractor shall assess client need for shelter and services, and shall discuss this during their initial goal planning session with the client. Contractor shall work with clients to promote thoughtful and informed decision-making as the client is preparing for discharge.

Contractor's Mental Health Case Manager shall be responsible for conducting a final review of resident progress towards his/her goals as delineated in the individual service plan. The final meeting between Contractor's Mental Health Case Manager and the client shall include a review of progress to date (e.g. successes, ongoing challenges, available community resources, etc.) and a plan for working on mutually agreed upon priorities for those clients leaving the program in good standing and wishing to continue in aftercare for six months. Contractor shall provide every client with support as she or he prepares for discharge.

Contractor shall endeavor to also conduct discharge planning with clients who are terminated from the program prior to achieving their goals. Contractor may terminate clients from the program for a period of up to one year due to the use of alcohol or drugs on the premises; possession of alcohol, drugs or paraphernalia; physical violence and/or threats of violence; refusal to test or tampering with the urinalysis test; sexual activities/misconduct on the premises; and arson.

Contractor's Mental Health Case Manager shall not be able to conduct the same preparation for discharge or execute an exit interview and plan when a client leaves without prior notice to Contractor.

4. Hours of Operation

Contractor shall maintain the following minimum hours of operation:

Case Manager Office Hours:

Sunday:	10:00 AM – 6:30 PM (flex)
Monday:	9:00 AM – 5:30 PM
Tuesday:	12:00 PM – 8:30 PM
Wednesday:	8:00 AM – 5:30 PM
Thursday:	12:00 PM – 8:30PM
Friday:	8:00 AM – 5:30 PM
Saturday:	9:00 AM – 5:30 PM

5. Service Delivery Sites

Contractor shall provide services at the following locations:
7515 International Blvd., Oakland, CA

Contractor shall obtain approval from BHCS through the BHCS Program Contract Manager prior to implementing any changes in service delivery sites.

D. Minimum Staffing Qualifications

Contractor shall have and maintain current job descriptions on file with BHCS for all personnel whose salaries, wages, and benefits are reimbursable in whole or in part under this agreement. Job descriptions shall specify the minimum qualifications for employment and duties to be performed. Contractor shall submit revised job descriptions prior to implementing any changes or employing or contracting with persons who do not meet the minimum qualifications on file with BHCS. Contractor shall notify the BHCS Program Contract Manager of any change in administrative, supervisory and/or other personnel that may occur during the term of this contract.

IV. Contract Deliverables and Requirements

A. Process Measures

Contractor shall provide the following services/deliverables:

- Contractor shall conduct outreach to ensure high utilization of the ten reserved beds for BHCS referred clients at all times;
- Contractor shall provide case management focused on housing support for each BHCS referred client;
- Contractor shall provide beds for at least 20 unduplicated individuals over the contract period; and
- Contractor shall provide at least 3,285 bed nights or 90 percent bed night occupancy by end of the year for BHCS referred clients.

B. Outcome Measures

Contractor shall achieve the following outcomes.

Activity	Outcome	Data Source
Contractor shall assist clients to exit to known destination.	85% of clients, who leave the program, exit to a known destination.	Quarterly and annual reports derived from HMIS data.

V. Reporting and Evaluation Requirements

A. Reporting Requirements

Contractor shall submit any special reports requested by County financial or program monitors. Contractor shall comply with the reporting requirements of County, State, and Federal agencies, and applicable laws and regulations, as a condition of funding.

Contractor shall report to BHCS on Contractor's performance on achieving the deliverables listed under Contract Deliverables and Requirements through the following mechanisms:

- Timely and complete input of intake, service, and exit data into In-House Homeless Management Information System (HMIS) Shelter Point.
- Monthly and year to date financial reports.
- Year to date and/or quarterly expenditures and revenues by program.
- Quarterly Program Report, to be submitted to the BHCS Program Contract Manager within 30 days of the end of the quarter.
- Annual Program Report, to be submitted to BHCS Program Contract Manager on the 15th day after each 12 month period.
- Quarterly monitoring meeting with BHCS, to include file reviews.
- Other special reports to BHCS, as requested by financial or program monitor(s).

Contractor shall submit Quarterly and Annual Program Report to the Program Contract Manager, by the 15th of the following month, which shall contain a description of the following, derived from HMIS Shelter Point data:

- Utilization of beds by BHCS referred clients.
- Number and percentage of BHCS referred clients that exit the shelter and move to permanent housing.
- Housing status of BHCS referred clients six months after shelter discharge.
- Income/benefit amounts/ sources, and employment, among BHCS referred clients at intake and exit.
- Exit destinations for no less than 85 percent of BHCS referred clients.
- Length of stay for BHCS referred clients in contractor's program from intake to exit of program.

Contractor shall complete the Annual BHCS Assessment regarding Housing/Living Situation and Co-Occurring Conditions, which describes Contractor's progress in these and any other areas identified by BHCS, by July 10th of the following year.

B. Evaluation Requirements

Contractor shall submit periodic and annual reviews of program delivery and fiscal reporting as required by County, State, and Federal funding sources.

VI. Additional Requirements

A. Site Certification/Licensure

Contractor shall have and maintain current:
City of Oakland - Conditional Use Permit

B. Other Requirements

Not applicable.

VII. Entirety of Agreement

This Agreement shall constitute the entire agreement between County and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes the Master Contract General Terms and Conditions, any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.

Contractor agrees to the following supplemental terms and conditions attached to this Exhibit A:

- Exhibit A-1: Additional Terms and Conditions of Program and Performance.

EXHIBIT A-1

COMMUNITY BASED ORGANIZATION MASTER CONTRACT

Additional Terms and Conditions of Program and Performance

Contracting Department: **Behavioral Health Care Services (BHCS)**

Contractor Name: **East Oakland Community Project**

Contract Period: **7/1/2014 to 6/30/2015**

Master Contract Number: **900170**

1. Confidentiality. Contractor shall comply with all applicable federal and state laws and regulations pertaining to the confidentiality of individually identifiable health information including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA) and Welfare and Institutions Code requirements regarding confidentiality of patient information, and records, commencing with Section 5328. Contractor shall inform and train its officers, employees and agents of the provisions for confidentiality of all information and records as set forth in those laws.

Contractor shall follow California state and federal guidelines pertaining to breaches of confidentiality. Contractor agrees to hold BHCS harmless for any breaches or violations arising from the actions/inactions of Contractor, their staff and subcontractors.

Contractor shall provide necessary client information to any other service provider within the Alameda County Behavioral Health Care Services (BHCS) System of County-operation and County-contracted providers for treatment activities (including the need to make timely referrals among programs for purposes of providing integrated services within this system of care) and/or for payment activities of said providers, and/or for health care operations of said providers if each of the entities has or had a relationship with the client. Contractor shall obtain clients' informed consent whenever possible, however the absence of such consent will not preclude the exchange of information with other BHCS service providers. Contractor shall obtain client consent, in a form mandated by applicable state or federal law, before releasing information to those who are outside the BHCS system of services except as otherwise provided by law. In accordance with the law, Contractor shall disclose to appropriate treatment providers information concerning clients served pursuant to this Agreement for purposes of securing treatment, and to the extent minimally necessary to accomplish the purpose of coordinating or managing health care and to perform the functions specified in the California Welfare and Institutions Code.

2. Maintenance of Records. The maintenance, access, disposal and transfer of records shall be in accordance with professional standards and applicable County, State, and Federal laws and regulations including, if applicable, the specified regulations of the Substance Abuse and Crime Prevention Act of 2000.
Records shall contain sufficient detail to make it possible for contracted services to be evaluated. Contractor shall permit authorized BHCS personnel to make periodic inspections of the records. Contractor shall furnish information and patient records such as these personnel may require for

monitoring, reviewing and evaluating fiscal and clinical effectiveness, adherence to regulations, appropriateness, and timeliness of the services being rendered under this contract.

3. Patient Rights. Patients' rights shall be assured in compliance with Welfare and Institutions Code, Division 5, Section 5325; and California Code of Regulations, Title 9, Article 6. Patient records must comply with all appropriate state and federal requirements.

4. General Supervision. Services shall be under the general supervision of the Director of BHCS, as specified in Section 521 of the California Code of Regulations. Further, said Section allows the aforementioned Director to supervise and specify as to the kind, quality, and amount of the services provided and the criteria used for determining patient eligibility.

5. Enrollment. All Contractors that bill third parties for provisions of services (e.g., Medi-Cal, Medicare, HealthPAC) shall check each client's insurance status upon client's first entry into their program (admission/case opening/episode opening) and monthly thereafter. Contractor shall inform uninsured clients about options for health care coverage, including but not limited to federal and local programs, such as Medi-Cal, Medicare, HealthPAC, or other sources of payment, such as private insurance. Contractor is responsible for the verification of benefits. Contractor shall provide or arrange for, through referrals or otherwise, assistance with benefits enrollment and/or re-enrollment where benefits do not exist or coverage has lapsed.

6. Housing/Living Situation and Co-Occurring Informed Practice. Contractor shall operationalize at least one activity to promote improved housing/living situation from the list available on the BHCS website, at http://www.acbhcs.org/providers/network/docs/Contractor_housing_involve_options.pdf. Contractor shall operationalize at least one activity to promote co-occurring informed practice from the list available online on the BHCS website, at http://www.acbhcs.org/providers/QI/docs/CoOccurring/COC_Contract_Expectations_FY_11-12.pdf.

7. BHCS Tobacco Control, Education and Prevention Guidelines. Contractor must adhere to the *Tobacco Control, Education, and Prevention Guidelines* that became effective January 1, 2003 and are available on the BHCS website, at http://www.acbhcs.org/providers/Documentation/Tobacco.pdf.

8. Materials and Presentations: Contractor shall give/publish credit in all media transmissions, published materials, or presentations to the community or other interested groups, supported in part or entirely by this contract, to County of Alameda Health Care Services Agency, Department of Behavioral Health Care Services.

9. Organizational Chart. Contractor shall have and maintain an organizational chart reflecting the current operating structure on file with BHCS. Contractor shall provide BHCS with an updated version of this document in the event of any change to the operational structure.

10. Administrative and Program Standards: Contractor shall comply with all administrative standards and program requirements as specified by specific State and Federal guidelines. Contractor shall comply with the Alameda County Ethical Code as posted on the Alameda County

General Services Agency website, at http://www.acgov.org/auditor/sleb/documents/ethics.pdf, and by the Ethical Code of Conduct of all professional organizations that applies to their licensure.

11. Licenses, Permits and Certificates: Contractor shall obtain and maintain during the term of this Contract, all appropriate licenses, permits and certificates required by all applicable Federal, State, County and/or municipal laws, regulations, guidelines and/or directives as may be amended from time to time for the operation of its facility and/or for the provision of services hereunder.

12. Quality Assurance (QA): Contractor shall comply with the following QA provisions. Contractor shall comply with BHCS' Consumer Grievance and Appeal Policy and Procedures, as set forth in the BHCS QA Manual and such amendments as posted on the BHCS website, at http://www.acbhcs.org/providers/QA/QA.htm. Contractor shall comply with procedures, postings and adherence guidelines pertaining to the posting and distribution of BHCS' Informing Materials pertaining to Consumer Rights. Contractor shall submit reports of client deaths and sentinel events to the BHCS QA Office within 14 days of the knowledge of a beneficiaries' death, or other sentinel event. Contractor shall comply with the formalized case review policies as set forth in the BHCS QA Manual.

13. Continuity of Services. Contractor shall have a plan for the continuity of services to clients, including the maintenance and security of records. The continuity plan must provide for the transition of services and records in the event that a direct service staff dies or becomes unable to continue providing services, or in the event that a program closes.

14. Program Modification: Contractor shall secure the prior written approval of the Director of BHCS, or their Designee, in the event contracted services and activities require modification during the contract year. The request for modification shall be submitted to BHCS in writing.

15. Compliance with Contract Provisions. Contractors not in compliance with contract provisions, State or Federal law and/or regulation shall be immediately responsible for remedy and/or a plan of correction subject to BHCS approval. The cost of the plan of correction shall be borne by the Contractor/Provider.

16. Medi-Cal Administrative Activities (MAA). Contractors reporting Medi-Cal Administrative Activities (MAA) will comply with the policies and procedures required by the MAA contract between Alameda County and the State of California.

17. Day Treatment Guidelines. Day treatment service providers shall adhere to the day treatment guidelines as contained in the DMH Information Notice 02-06, the BHCS QA Manual and the DMH Site Certification Protocol. All services shall be individualized to client need and shall be provided based on medical necessity.

EXHIBIT B
TERMS AND CONDITIONS OF PAYMENT

Contracting Department	**Behavioral Health Care Services**
Contractor Name	**East Oakland Community Project**
Contract Period	**7/1/2014 to 6/30/2015**
Contract Maximum	**$ 251,086**

In addition to all terms of payment described in the Master Contract Terms and Conditions and all relevant Exhibits and Attachments, Parties (Contractor and BHCS) to this Contract shall abide by the terms of payment contained herein.

I. Budget (Exhibits)

BHCS, may, at its sole discretion, with or without notice to the Contractor, add or delete sources of funding used by BHCS for purposes of reimbursement for Contractor costs in providing services covered by this Contract as set forth in Exhibit A. Contractor shall use all payments solely in support of the contract budget, set forth as follows:

- Exhibit B-1: Funded Program Budget
- Exhibit B-2: Composite Agency Budget
- Exhibit B-3: Method and Rate of Reimbursement (Rate Sheet)
- Exhibit B-4: Cost Report Submission Timeline
- Exhibit B-5: Cost Settlement Appeal Procedure

II. Terms and Conditions of Payment

A. Contract Amount/Maximum

1. Contract and Program Maximum Funding

   Total payments under this Contract shall in no event exceed the total contract maximum specified above. Payments shall be based on Exhibit B-3: Method and Rate of Reimbursement (Rate Sheet). Any change in the contract maximum shall be made through an amendment to this Contract.

B. Budget Revision Procedures

1. Revisions to Personnel and/or Operating Expenses
   Contractor must request written approval from BHCS Fiscal Contract Manager of any variance of ten percent or greater between actual costs and approved budget costs in each program budget column for Personnel and/or Operating Expenses[1].

2. Movement of Funds Between Programs/Reporting Units (RUs)

   a. Contractor may move an amount that is not greater than ten percent of the program/RU budget from which the funds are being shifted without prior written approval from BHCS, as long as the requested change WOULD NOT:
      i. Impact the amount of required County match; and/or
      ii. Move services between age-based Systems of Care (i.e., Children, Transition-Age Youth, Adults, Older Adults); and/or
      iii. Move services between different service modalities (i.e. outpatient versus day treatment versus residential); and/or
      iv. Move school-based services across Special Education Local Planning Areas; and/or
      v. Modify an allocation that has been set by a competitive procurement request for proposals (RFP) process; and/or
      vi. Impact a categorical allocation for a particular program/RU including but not limited to grants, Mental Health Services Act (MHSA), Senate Bill 785 (Katie A), CalWORKS; and/or
      vii. Shift funds between programs/RUs that have a different method of reimbursement such as provisional rate, negotiated rate or actual cost.

   b. BHCS may retrospectively approve written requests to move more than ten percent of funds between programs/RUs in response to unforeseen events which meet the following criteria:
      i. Natural disasters, terrorist attacks, act of war
      ii. Emergency purchases as necessary to protect client and public safety, avoid interruption of services; and to avoid financial loss, property loss and damage, or idled workers.

   c. Contractor must submit a written request to move funds between programs/RUs to the BHCS Fiscal Contract Manager, under the following circumstances:
      i. The movement of funds falls under any of the exclusions identified above under Section II.B.2.a.i-vii; and/or
      ii. More than ten percent of funds for a program/RU are being removed from any one program; and/or

[1] A singular or cumulative shift in excess of 10 percent (10%) of the amount within the budget category requires prior written approval from the Grantor. This is a common requirement for federal and state funding sources that the County also requires

iii. The impact of the funds transfer from a larger program/RU into a smaller program/RU results in a program expansion of greater than 25 percent for the smaller program/RU; and/or
iv. The cumulative transfer of funds from numerous programs/RUs is greater than 20 percent of the total contract allocation during the contract term.

d. When approval is required, written requests to move funds between programs/RUs must be received by the BHCS Fiscal Contract Manager as specified below:
   i. By December 1 of the current contract year for any change that would result in an increase to the contract maximum allocation for the current or subsequent contract year, or
   ii. By December 1 of the current contract year for requests that fall under any of the exclusions identified under Section II.B.2.a.i-vii; or
   iii. By February 1 of the current contract year if the request will not result in an increase to the total contract allocation for the current contract year or the subsequent contract year.

e. All change requests must include the following:
   i. The names of impacted programs/RUs;
   ii. The amounts to be moved;
   iii. Whether the changes are being requested on a one-time versus ongoing basis; and
   iv. Justification of why funds are needed in one program/RU more than the other, and any available information about the timing of changes in specific program(s)/RU(s), i.e., when utilization began to drop/increase.

Where required, Contractor must receive prior written approval from BHCS for the movement of funds between programs/RUs that fit under any of the circumstances described prior to moving funds or making program changes. Contractor may request updates on the status of the request one month from submission.

Failure to seek and receive BHCS approval for the contract changes described in this section II.B may result in denied claims against the program/RU allocation, unreimbursed costs or increased amount due to the County at Cost Settlement, reduced allocations in future contract years or termination of impacted programs within the contract.

It is the responsibility of Contractor to contact BHCS if it is unclear whether prior approval is needed. Change requests for this Contract will only be considered once per contract year.

3. Cost of Living Adjustment (COLA)
   COLAs are at the County's discretion. If, during the term of this Contract, the Alameda County Board of Supervisors approves a COLA, the increase may be retroactive to July 1 of the current contract year for the approved funding streams.

4. Available Resources
   Parties to this Contract acknowledge the uncertainty of the funding resources supporting this Contract, which may impact BHCS' dollar allocation for contracted services. Should it be necessary to adjust the amount of the funding during the term of this Contract, BHCS shall notify Contractor at least thirty days prior to the effective date of the adjustment.

C. Cost Settlement/Final Payment Provisions

A Cost Settlement between BHCS and Contractor is considered an interim settlement subject to audit by County, State, Federal and/or independent auditors.

Cost Reports for each program shall be settled through the method stated on Exhibit B-3: Method and Rate of Reimbursement (Rate Sheet).

Payment methods and rate of reimbursement may be subject to renegotiation after BHCS review of Contractor's prior fiscal year Year-End Cost Report. Final reimbursement rates shall be determined by Contractor's Year-End Cost Report.

BHCS shall use the method(s) indicated in the Exhibit B-3: Method and Rate of Reimbursement to determine final reimbursement.

1. Actual Cost Reimbursement Method
   Final reimbursement shall be made on the basis of Contractor's actual allowable costs less any applicable revenues collected from all other payment sources up to the Contract Maximum.

   Final reimbursement is made after County's submission of an acceptable Year-End Cost Report to the State. The term "acceptable" shall be understood as a Year-End Cost that has been accepted by the State. Should the Contractor's final maximum allowable reimbursement be less than the total interim payments made pursuant to submitted invoices, Contractor agrees to remit said difference to County within sixty (60) calendar days of Contractor's receipt of Final Contract Settlement, unless otherwise approved by BHCS.

   If applicable to Contractor's funding source, BHCS will provide the Final Medi-Cal Reconciliation data submitted to State of California based on the Final Mental Health 1930- *Final Short Doyle Claim for Reimbursement* and Mental Health 1931- *Cost Report/Claims Paid Comparison Final Reimbursement* (Final Medi-Cal Reconciliation) for Contractor's review. If Contractor has any adjustments

that would impact Medi-Cal, non Medi-Cal, Crossover units or Crossover revenue, Contractor must advise BHCS prior to the appropriate State of California department determining the Final Medi-Cal Reconciliation. No adjustment to total cost or units can be made after the Final Medi-Cal Reconciliation.

2. Audit

Contractor's records shall be subject to audit and disallowances by all applicable County, State and Federal authorities. Contractor shall account for each program separately and provide specific cost centers and audit trails for each program.

Cost Settlements will be considered interim until all County, State and Federal audits and appeals have been completed. Audit results shall supersede the information previously provided by Contractor and accepted by BHCS. Should County, State and Federal or any other funding agency refuse to reimburse BHCS or disallow previous payments, Contractor agrees to refund excess to BHCS within 120 days of notification, unless otherwise approved by BHCS. BHCS may withhold all funds owed from any subsequent payments due to Contractor until the settlement is satisfied in full.

D. Conditions of Withholding Payment

BHCS may withhold payments to Contractor due to one or more of the following conditions.

1. Contractor Non-Compliance Sanction Policy

If BHCS determines that Contractor is not in compliance with any provisions of this Contract, BHCS will provide Contractor with a written notice of non-compliance and may withhold payment, or a portion of payment if the identified issue is not remedied within the timeline specified in the notice of non-compliance. Non-compliance includes failure to submit required programmatic and/or fiscal reports, which are complete and accurate by the specified due date, such as but not limited to Contract Renewal documents, Quarterly Financials, Year-End Cost Reports, cost data, audits, or other information required for contract administration, monitoring and/or renewal.

BHCS may, after three months of withholding funds for non-compliance, impose a non-refundable penalty of one percent of the total contract amount each month thereafter, until BHCS deems Contractor in compliance with the Contract.

2. Disallowances

BHCS may withhold all funds owed to Contractor based on disallowances and/or penalties until settlement is satisfied in full. If applicable, Contractor shall refund any disallowances and/or penalties resulting from the Medi-Cal Utilization Review Process within 120 days of notice, unless otherwise agreed upon by BHCS.

County will indemnify Contractor as set forth in the general provisions of the Contract between the parties should the disallowance and/or penalties be the result of: a) County's negligence or intentional acts or omissions as it relates to the Year-End Cost Report; or b) Contractor's compliance with the written directions, guidelines, policies or instructions of the County.

Any disallowance and/or penalties where County does not indemnify Contractor shall be the sole responsibility of Contractor. This includes any and all State disallowances and/or penalties.

3. Contract or Program Termination
   In the event of termination of this Contract or any program within this Contract, BHCS may withhold a sum not to exceed ten percent of the total contract amount or applicable program, until all provisions of this Contract are satisfied by Contractor and accepted by BHCS.

III. Invoicing Procedures

A. Monthly Invoices/Monthly Reimbursement Claim/Service Report

Contractor shall submit a monthly invoice/reimbursement claim for services rendered that month, using a BHCS template with units of service based on the rates in Exhibit B-3: Method and Rate of Reimbursement. Contractor shall submit invoices no later than 35 calendar days after the last day of the service month.

Contractor shall submit the original invoice with appropriate attachments to the BHCS Fiscal Contract Manager.

1. Invoice/Claim Attachments
   a. *For Actual Cost Programs:* Contractor shall submit invoices which shall include detailed, line-item monthly expenditures incurred less Other Health Insurance and/or Medicare revenues collected by Contractor to perform the contracted services as indicated herein.
   b. *For Negotiated Rate and Provisional Rate Programs:* Contractor shall attach the corresponding INSYST reports to the monthly invoice/claim.

B. Reimbursement of Invoices After End of Contract Terms

Contractor shall submit all invoices for reimbursement under this Contract within forty-five calendar days following the end of the term of this Contract. All invoices submitted after forty-five calendar days following the end date of this Contract will be subject to reimbursement at the sole discretion of BHCS.

C. Cash Advance

Contractor may be eligible to receive a one-time cash advance, consistent with Alameda County's Cash Advance Policy located on BHCS' Provider website: http://www.acbhcs.org/providers/network/docs.htm.

Repayment method is subject to BHCS approval. BHCS may make repayment adjustments or demand full repayment at any time after BHCS review to ensure service levels, contract compliance and adequate reimbursement, including holding payment of invoices, until repayment is satisfied.

IV. Funding and Reporting Requirements

A. Financial Reports

1. Quarterly Financial Reports
   Upon one financial quarter's notice, BHCS may require Contractor to provide BHCS with detailed Quarterly Financial expenditure and revenue reports of actual costs and revenues applicable to each program reflected in Exhibit B-1: Funded Program Budget. If so requested by BHCS, Contractor shall submit Quarterly Financial Reports in the template provided by BHCS to BHCS Fiscal Contract Manager on the following schedule:

Report	Term	Due Date
1st Quarterly Financial Report	July 1-September 30	October 31
2nd Quarterly Financial Report	October 1-December 31	January 31
3rd Quarterly Financial Report	January 1-March 31	April 30

2. Year-End Cost Report
   Contractor shall submit a Year-End Cost Report in the format issued by BHCS. Contractor shall submit a separate Year-End Cost Report for each program contained in this Contract.

V. Additional Terms and Conditions

A. Revenue Enhancement

BHCS intends to establish targets for revenues earned by contractors, with those targets becoming part of operational budgets. Future contract allocations will be impacted by the revenue generated and by deficits. Contractor shall implement any new procedures related to local, State and/or Federal insurance revenue maintenance or enhancement within thirty (30) days from BHCS notice. BHCS shall provide Contractor with specific information on how to operationalize any new procedures.

For services provided under this Contract, Contractor must bill for said services to any third party payer and/or client for clients that have share of cost Medi-Cal or self-pay. For services covered by such third party payers and/or Share of Cost Medi-Cal, charges must be billed in the amount of the Contractor's published charge rate or negotiated insurance rate.

For indigent or self-pay clients, Contractor shall comply with the Uniform Billing and Collection Guidelines and the Uniform Method of Determining Ability to Pay (UMDAP) procedures prescribed by the State of California.

Medi-Cal Funding Provisions

Contractor shall maintain, implement and utilize procedures to collect appropriate charges from clients for services provided under this Contract. Contractor must bill charges for said services to any third party payer and/or for Share of Cost Medi-Cal to client responsible for payment of services. All revenue collected from third-party payers and/or from clients must be reported to the County in accordance with instructions included in the Denied Correction Report (DCR) Cover Letter, Year-End Cost Report instructions and any subsequent letters or instructions from the County.

Contractor shall complete monthly Medi-Cal eligibility verification for all clients prior to submission of Medi-Cal claims to the State. BHCS will provide test claim reports for all claims prior to submission to the State. Should BHCS receive notification of claims denied by State for any Medi-Cal claims submitted to the State for reimbursement, said information will be provided to Contractor after the County's receipt of a DCR. Contractor will submit the DCR providing any necessary corrections for the denied claim within the timeframe noted in the DCR Cover Letter.

For additional provisions, please see Section II.C: Cost Settlement/Final Payment Provisions.

B. Contract or Program Termination

1. Notice of Termination
   In the event of termination of this Contract or a program within this Contract;
   a. If initiated by Contractor, Contractor shall provide written notice to BHCS Program and Fiscal Contract Managers at least 30 calendar days prior to termination; and
   b. If initiated by BHCS, BHCS Fiscal Contract Manager shall provide written notice to Contractor at least 30 calendar days prior to termination.

2. Contractor Responsibility
   Upon notice of a Contract or program termination, Contractor shall do the following:
   a. Immediately eliminate all new costs and expenses under this Contract or program.

b. Provide accounting of any unused or unexpended equipment and/or supplies purchased by Contractor with funds obtained through this Contract and deliver such equipment and/or supplies to BHCS upon written request from BHCS.
c. Promptly submit a written report of all information necessary for the reimbursement of any outstanding invoices and/or continuing costs to BHCS Fiscal Contract Manager.
d. Surrender all applicable records to BHCS, if requested by BHCS.
e. Ensure appropriate transition and continuity of care for clients who will no longer be served by the program(s) in accordance with all BHCS Quality Assurance (QA) and professional requirements.
f. Make arrangements to assure that confidential client files and materials are stored following QA procedures and protocols.
g. Make arrangements to hold Contractor's financial records for five years, or until all audit and appeal processes with the State and County are completed
h. Ensure that a point person is identified to assist with retrieving said records in the event that they are requested. Ensure that BHCS receives contact information for this point person, and any updates, in a timely manner.
i. Complete a Cost Report within 30 calendar days of receipt of Cost Report template from BHCS.
j. Participate in any required close-out audit.
k. Reimburse the County for any outstanding balances owed related to prior year cost settlements and/or current year cash advances.

BHCS may reimburse Contractor for reasonable and necessary costs or expenses incurred after BHCS' receipt of Contractor's notice of termination, within the contract maximum.

C. 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, which may be the same date as the notice.

East Oakland Community Project

PLEASE ENTER WHOLE DOLLARS ONLY	Direct Services √	Annualized Salary	MASTER CONTRACT Residential Crossroads Actual Cost RU # N/A BUDGET		TOTAL MASTER CONTRACT BUDGET		ADMIN BUDGET	OTHER BUDGET	AGENCY TOTAL BUDGET
SALARIES & WAGES			FTE		FTE				
Shelter Manager	X	55,000	0.30	16,500	0.30	16,500			
Mental Health Case Manager	X	35,000	1.00	35,000	1.00	35,000			
Case Manager (Life Skills Trainer)	X	35,000	0.39	13,650	0.39	13,650			
Housing Advocates	X	24,887	3.00	74,661	3.00	74,661			
Substance Abuse Counselor	X	45,000	0.22	9,900	0.22	9,900			
Executive Director		85,000	0.08	6,800	0.08	6,800			
Accountant		62,000	0.11	6,820	0.11	6,820			
Administrative Assistant		35,500	0.13	4,652	0.13	4,652			
Bookkeeper		34,000	0.11	3,573	0.11	3,573			
					0.00	0			
Other (Admin and Other columns only)							274,687	2,665,761	
S/T Salaries & Wages			**5.34**	**171,556**	**5.34**	**171,556**			
Employee Benefits				28,496		28,496			
MH Professional Contracted Services									
	√				0.00	0			
	√				0.00	0			
TOTAL SAL, WAGES & BENEFITS			**5.34**	**200,052**	**5.34**	**200,052**	**274,687**	**2,665,761**	**3,140,500**
OPERATING EXPENSES									
Household Supplies				5,902		5,902			
Food				7,292		7,292			
Office Expense				3,545		3,545			
Recreational Supplies						0			
Medical, Dental, Pharmaceutical Supplies						0			
Maintenance						0			
Structure				2,684		2,684			
Equipment						0			
Vehicles						0			
Utilities				5,098		5,098			
Communications				1,412		1,412			
Membership Dues				668		668			
Transportation						0			
Travel				75		75			
Training				1,125		1,125			
Professional & Specialized Services				3,600		3,600			
Insurance				3,005		3,005			
Taxes & Licenses				590		590			
Interest						0			
Rents & Leases						0			
Structure				2,217		2,217			
Equipment						0			
Vehicles						0			
Depreciation						0			
Structure						0			
Equipment						0			
Vehicles						0			
Miscellaneous						0			
						0			
						0			
Other (Admin and Other columns only)							61,185	1,203,910	
TOTAL OPERATING EXPENSES				**37,213**		**37,213**	**61,185**	**1,203,910**	**1,302,308**

PLEASE ENTER WHOLE DOLLARS ONLY	Direct Services √	Annualized Salary	MASTER CONTRACT Residential Crossroads Actual Cost RU # N/A BUDGET	TOTAL MASTER CONTRACT BUDGET	ADMIN BUDGET	OTHER BUDGET	AGENCY TOTAL BUDGET
ADMIN			13,821	13,821	(335,872)	322,051	0
GROSS COST			251,086	251,086	(0)	4,191,722	4,442,808
REVENUE (SPECIFY):							
Investment Income				0		33,000	33,000
Grants and Donations				0		135,000	135,000
Other Government Contracts				0		3,961,492	3,961,492
Program Fees				0		62,230	62,230
Other Sources				0			0
				0			0
				0			0
TOTAL REVENUE			0	0	0	4,191,722	4,191,722
NET COST			251,086	251,086	(0)	0	251,086
RESIDENTIAL / DAY / OUTREACH							
TOTAL HOURS/DAYS			3,285	3,285			
COST PER HOUR/DAY			76.43				
COST PER MINUTE							

ALAMEDA CO. PURCHASE

RESIDENTIAL / DAY / OUTREACH							
TOTAL HOURS/DAYS			3,285	3,285			
COST PER HOUR/DAY			76.43				
COST PER MINUTE							
TOTAL COST			251,086	251,086			
REVENUE (SPECIFY):							
				0			
				0			
				0			
				0			
				0			
TOTAL REVENUE			0	0			
NET COST			251,086	251,086			

Preparation/Revision Date: 6/11/14

EXHIBIT B - 2
COMPOSITE AGENCY BUDGET
REVENUE/EXPENSE SUMMARY

CONTRACTOR:	PERIOD:		
East Oakland Community Project	**JULY 1, 2014 - JUNE 30, 2015**		
SOURCES OF FUNDS		APPROPRIATION REQUIREMENTS	
		EXPENDITURE CATEGORIES	
REVENUE CATEGORIES	TOTAL	*Salaries & Benefits*	*Services & Supplies*
I. ALAMEDA COUNTY ALLOCATED FUNDS			
A. ALCOHOL & DRUGS			
Federal			
B. MENTAL HEALTH			
Federal - IDEA			
Federal - MHBG	426,356		
Mental Health - Other	251,086		
C. ALAMEDA COUNTY - OTHER (specify dept)			
	536,335		
	85,214		
	285,219		
SUBTOTAL	1,584,210		
II. OTHER SOURCES OF FUNDS			
A. FEDERAL	743,180		
	39,000		
	273,700		
B. STATE			
EHAP	134,392		
C. COUNTY (other than Alameda) / CITY	350,070		
	178,447		
	740,110		
	202,469		
D. PATIENT / CLIENT FEES			
	62,230		
E. PRIVATE			
	95,000		
	40,000		
F. MISCELLANEOUS / OTHER			
SUBTOTAL	2,858,598		
GRAND TOTAL	4,442,808	3,140,500	1,302,308

EXHIBIT B-3
METHOD AND RATE OF REIMBURSEMENT
MASTER CONTRACT
RATE SHEET
FY 14/15

Contractor: East Oakland Community Project

Reporting Unit	Service / Program	Reimbursement Method	Units of Service	Rate
N/A	Residential - Crossroads	Actual Cost	3,285	Actual Cost
	Total actual cost not to exceed $251,086. Funds may not be used for any other program.			

Funding Source Allocation:	Federal Mental Health Block Grant (MHBG) CFDA# 93.958	State	County	Total
	$251,086			$251,086

EXHIBIT B-4
COST REPORT SUBMISSION TIMELINE

Settlement Steps	Timelines for Master Contract non-EPSDT*	Timelines for Master Contract w/EPSDT & Services As Needed (SAN) EPSDT*
Contractor completes service input into INSYST	First month after close of fiscal year (July)	
Cost Report forms & letter sent to Contractor	After BHCS receives cost report instructions and forms from the State (August)	
Contractor complete & submit Cost Report to BHCS	Third month after close of fiscal year (September)	
BHCS sends copy of Contractor State Cost Report for Contractor review	Sixth month after close of fiscal year (December)	
BHCS submits complete State Cost Report to State		
BHCS submits Final Contract Settlements to Master Contract non-EPSDT Contractors	Seventh month after close of fiscal year (January)	Not applicable
BHCS submits an informational contract settlement to Master Contract w/EPSDT & EPSDT SAN Contractors. Contractor has 15 days to notify BHCS of intent to appeal either cost issues or total utilization issues.	Not applicable	Seventh month after close of fiscal year (January)
BHCS provides Master Contract w/EPSDT & EPSDT SAN CBO's with Medi-Cal report used to complete State Reconciliation		Sixteenth month after close of fiscal year (October)
BHCS submits State Reconciliation	Seventeenth month after close of fiscal year (November)	
BHCS submits Contract Settlement to Master Contractors with EPSDT and EPSDT SAN contract. Contractor has 15 days to notify BHCS of intent to appeal Medi-Cal utilization issues only.	Not applicable	Nineteenth month after close of fiscal year (January)
State begins Cost Report audit	During fourth year after submission of Cost Report	
State sends Fiscal Audit Report to BHCS	Before end of fifth year after submission of Cost Report	
If necessary, appeal process begins	Beginning of sixth year after submission of Cost Report	
BHCS sends notice to Contractor that fiscal year is closed	After appeal process has been completed	

Last revised: 07/27/12
*All timelines are subject to change. Each year actual deadlines will be communicated via the BHCS.

EXHIBIT B-5
MENTAL HEALTH COST SETTLEMENT APPEAL PROCEDURES

1. Contractor must submit Appeals and/or Intent to Appeal for Cost Report Settlement to BHCS within fifteen business days of receipt of Preliminary Contract Settlement Reimbursement and/or Certified Final Reconciliation of Cost Report. All appeals shall be submitted to:

Behavioral Health Care Services
ATTENTION: Finance Director
2000 Embarcadero Cove, Suite 400
Oakland, CA 94606
REFERENCE: Appeal FY XX/XX

   a. BHCS will send notice to Contractor within ten business days of receipt of Intent to Appeal with the deadline for submitting the appeal and supporting documentation.

2. Each appeal must be for a unique fiscal year and shall be so indicated in the Reference Section of the Appeal. Contractor must clearly and concisely state the reason or area of disagreement for the appeal; a statement of *'do not agree'* does not meet the definition of a clear statement.

   a. Contractor must include payors and/or financial records. If no supporting documentation is available, state the reason that no supporting documentation is being submitted.
   b. The following are examples of what Contractors should include in appeals:

<Contractor Name> is appealing Cost Report Settlement Form for FY <XX/XX> on the following basis...

i. Example One:
The total cost reported in the Settlement does not agree with our agency's cost. BHCS has listed <$> as the cost versus <Contractor Name> cost of <$>[2].

ii. Example Two:
Our records indicate that the number of EPSDT approved services provided were different from services included in the Settlement Form. Our totals are as follows:

Case Management	*<XX>*
Mental Health Services	*<XX>*
Medication Support	*<XX>*

iii. Example Three:
Our records indicate that some of clients listed on BHCS Unfunded Report were Medi-Cal EPSDT eligible, as follows[3]*:*
Client A
Client B
Client C

---

[2] *Contractor must include financial records to support the appeal.*
[3] Contractor must include copies of eligibility records for each client included in the appeal.

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, Abuse, Molestation, Sexual Actions, and Assault and Battery	$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 and Omissions Includes endorsements of contractual liability	$1,000,000 per occurrence $2,000,000 project aggregate
E	Employee Dishonesty and Crime	Value of Cash Advance
F	Endorsements and Conditions:	

1. ADDITIONAL INSURED: All insurance required above with the exception of Professional Liability, Personal Automobile Liability, Workers' Compensation and Employers Liability shall provide an additional insurance endorsement page that names as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and volunteers. Employee Dishonesty and Crime Insurance Policy shall be endorsed to name as Loss Payee (as interest may arise): County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and volunteers.
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 A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and 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.
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:
   - 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 required certificate(s) and endorsements must be sent to:
   - **Alameda County - BHCS, Insurance Coordinator, 1900 Embarcadero, Suite 205, Oakland, CA 94606**
   - With a copy to Risk Management Unit (125 - 12th Street, 3rd Floor, Oakland, CA 94607)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/10/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Heffernan Insurance Brokers/SelectSolutions Insurance Services 1350 Carlback Avenue Walnut Creek, CA 94596	PHONE (A/C, No, Ext): 866-500-6359	FAX (A/C, No): (855) 804-8449
	E-MAIL ADDRESS:	
	PRODUCER CUSTOMER ID #:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
East Oakland Community Project Wendy/Robin 7515 International Blvd Oakland, CA 94621	INSURER A : Markel Insurance Company	0
	INSURER B : Philadelphia Indemnity Insurance Company	18058
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY ✓ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ✓ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ✓ POLICY ☐ PRO-JECT ☐ LOC	Yes		8502SS320337-5	12/30/2013	12/30/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ✓ SCHEDULED AUTOS ✓ HIRED AUTOS ✓ NON-OWNED AUTOS	Yes		1002SS320338-5	12/30/2013	12/30/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	✓ UMBRELLA LIAB ✓ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DEDUCTIBLE ✓ RETENTION $ 10,000	Yes		4602SS320339-5	12/30/2013	12/30/2014	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N ☐ N/A If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A	Professional Liability (Errors and Omissions)			8502SS320337-5	12/30/2013	12/30/2014	Occurrence / Aggregate	$1,000,000 / $3,000,000
B	Fidelity Bond 3rd Party BKT			PHSD897760	12/1/2013	12/1/2014	Each Occurrence	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: As Per Contract or Agreement on File with Insured. County of Alameda, its board of supervisors, the individual members thereof, and all County officers, agents, employees and volunteers are named additional insured per CG2026 on a primary basis; with respect to Crime and Employee Dishonesty coverage, named as loss payee.

CERTIFICATE HOLDER

BHCS, Alameda County
Attn: Steve Wong
Contracts Manager
1900 Embarcadero Cove, Suite 205
Oakland, CA 94606

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE Leticia Irwin

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/13/2014

PRODUCER
OSORIO INSURANCE AGENCY
P.O. BOX 430
PITTSBURG, CA 94565
925-432-1810

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
EAST OAKLAND COMMUNITY PROJECT
7515 INTERNATIONAL BLVD
OAKLAND, CA 94621
510-532-3211

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: STATE COMPENSATION INSURANCE FUND	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	$
		CLAIMS MADE ☐ OCCUR ☐				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
						GENERAL AGGREGATE	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$
		POLICY ☐ PRO-JECT ☐ LOC ☐					
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		ANY AUTO				BODILY INJURY (Per person)	$
		ALL OWNED AUTOS					
		SCHEDULED AUTOS				BODILY INJURY (Per accident)	$
		HIRED AUTOS					
		NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR ☐ CLAIMS MADE ☐				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	9083318-13	12/01/13	12/01/14	X WC STATU-TORY LIMITS ☐ OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	$ 1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

ALL CALIFORNIA OPERATIONS

10 DAY NOTICE OF CANCELLATION FOR NON-PAYMENT OF PREMIUM

CERTIFICATE HOLDER

BHCS ALAMEDA COUNTY
ATTN: STEVE WONG
CONTRACTS MANAGER
1900 EMBARCADERO COVE, SUITE 205
OAKLAND CA 94606

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
BHCS, County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, and volunteers 1900 Embarcadero Cove, Suite 205 Oakland, CA 94606
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

A. In the performance of your ongoing operations;

B. In connection with your premises owned by or rented to you.

EXHIBIT D
AUDIT REQUIREMENTS

The County contracts with various organizations to carry out programs mandated by the Federal and State governments or sponsored by the Board of Supervisors. Under the Single Audit Act Amendments of 1996 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, the following are required.

I. AUDIT REQUIREMENTS

A. Funds from Federal Sources:

1. Nonfederal entities which are determined to be subrecipients by the supervising department according to§__.210 of OMB Circular No. A-133 and which expend annual Federal awards in the amount specified in §__.200 (b) of OMB Circular No. A-133 are required to have a single audit performed in accordance with §__.500 of OMB Circular No. A-133.

2. When a nonfederal entity expends annual Federal awards in the amount specified in §__.200 (a) of OMB Circular No. A-133 under only one Federal program (excluding R&D) and the Federal program's laws, regulations, or grant agreements do not require a financial statement audit, the nonfederal entity may elect to have a program-specific audit conducted in accordance with §__.235 of OMB Circular No. A-133.

3. Nonfederal entities which expend annual Federal awards in the amount specified in §__.200 (d) of OMB Circular No. A-133 are exempt from the single audit requirement except that the County may require a limited-scope audit in accordance with §__.230 (b) (2) of OMB Circular No. A-133.

B. Funds from All Sources:

Nonfederal 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 Government Auditing Standards covering all County programs.

2. Less than $100,000 are exempt from these audit requirements except as otherwise noted in the contract.

Nonfederal entities that are required to have or choose to do a single audit in accordance with OMB Circular No. A-133 are not required to have a financial audit in the same year. However, nonfederal 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 Government Auditing Standards issued by the Comptroller General of the United States (GAGAS), which are applicable to financial audits.

2. All audits must be conducted annually, except where specifically allowed otherwise by laws, regulations, or County policy.

3. Audit reports must contain a separate schedule that identifies all funds passed through/from the County that is covered by the audit. County programs must be identified by contract number, contract amount, contract period, and amount expended during the fiscal year by funding source. An exhibit number must be included when applicable.

4. If a funding source has more stringent and specific audit requirements, these requirements must prevail over those described above.

II. AUDIT REPORTS

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 period, or other time frame specified by the department. The County supervising department is responsible for forwarding a copy to the County Auditor within one week of receipt.

III. AUDIT RESOLUTION

Within 30 days of issuance of the audit report, the entity must submit to its County supervising department a corrective action plan to address the findings contained in the audit report. Questioned costs and disallowed costs must be resolved according to procedures established by the County in the Contract Administration Manual. The County supervising department will follow up on the implementation of the corrective action plan as it pertains to County programs.

IV. ADDITIONAL AUDIT WORK

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

EXHIBIT E

Business Associate Provisions relating to HIPAA

This Business Associate Addendum ("Addendum") supplements and is made a part of the contract ("Contract") by and between County of Alameda, (hereinafter "Covered Entity") and **East Oakland Community Project**, (hereinafter "Business Associate" or "Contractor"). This addendum is effective as of the effective date of the Contract (the "Addendum Effective Date").

Recitals

a. Covered Entity wishes to disclose certain information to Business Associate pursuant to the terms of the Contract, some of which may constitute Protected Health Information ("PHI") (defined below).

b. Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), the regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations"), and other applicable laws.

c. The Privacy Rule and the Security Rule (defined below) in the HIPAA Regulations require Covered Entity to enter into a contract containing specific requirements with Business Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this Addendum.

Catch-all Definitions

Capitalized terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms are defined in 45 Code of Federal Regulations sections 160 and 164 (the "HIPAA Rules"). In the event of an inconsistency between the provisions of this Agreement and the mandatory provisions of the HIPAA Rules, as amended, the HIPAA Rules shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Rules, but are nonetheless permitted by the HIPAA Rules, the provisions of this Agreement shall control. All regulatory references in this Agreement are to the HIPAA Rules unless otherwise specified.

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

The following terms used in this Agreement shall have the same meaning as those terms in the HITECH Act: Breach and Unsecured PHI.

Specific Definitions

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

b. *Covered Entity.* "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 C.F.R. section 160.103, and in reference to the party to this agreement, shall mean any part of County subject to the Standards for Privacy of Individually Identifiable Health Information set forth in 45 C.F.R. sections 160 and164.

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

d. *Privacy Rule.* "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information that is codified at 45 C.F.R. sections 160 and 164.

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

f. *Security Rule.* "Security Rule" shall mean the HIPAA Regulation that is codified at 45 C.F.R. sections 160 and 164.

Obligations and Activities of Business Associate

(a) *Scope of Agreement.* Business Associate acknowledges and agrees that all PHI that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity's behalf shall be subject to this Agreement.

(b) *Ownership Rights.* Business Associate acknowledges that Business Associate has no ownership rights with respect to the PHI.

(c) *PHI Disclosure Limits.* Business Associate agrees to not use or further disclose PHI other than as permitted or required by this Agreement or as required by law.

(d) *Minimum Necessary Rule.* When the HIPAA Privacy Rule requires application of the Minimum Necessary Rule, Business Associate agrees to use, disclose, or request only the Limited Data Set, or if that is inadequate, the minimum PHI necessary to accomplish the intended purpose of that use, disclosure, or request, and that the party disclosing the PHI determines to be the Minimum Necessary to accomplish the intended purpose of the disclosure.

(e) *Safeguards.* Business Associate agrees to use appropriate administrative, physical and technical safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information, to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.

(f) *Mitigation of Harmful Effects.* Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement. Mitigation includes, but is not limited to, the taking of reasonable steps to ensure that the actions or omissions of employees of Business Associate do not cause Business Associate to breach the terms of this Agreement.

(g) *Notification of Breach.* During the term of the Contract, Business Associate shall notify Covered Entity in writing within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. This includes the reporting of any security incident, of which it becomes aware, affecting the electronic Protected Health Information. Business Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized use or disclosure required by applicable federal and state laws and regulations. Business Associate shall investigate such breach or unauthorized use or disclosure of PHI, and provide a written report of the investigation to Covered Entity's Privacy Officer within fifteen (15) working days of the discovery of the breach or unauthorized use or disclosure at:

Privacy Officer
Alameda Department of Behavioral Health Care Services
2000 Embarcadero Cove, Suite 400
Oakland, CA 94606

(h) *Breach by Covered Entity.* Pursuant to 42 U.S.C. section 17934(b), if Business Associate knows of a pattern of activity or practice of Covered Entity that constitutes a material breach or violation of Covered Entity's obligations under the Contract or Addendum or other arrangement, Business Associate must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, Business Associate must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS.

(i) *Agents.* Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions, conditions, and requirements that apply through this Agreement to Business Associate with respect to such information. Business Associate shall obtain and provide to Covered Entity written contracts agreeing to such terms from all subcontractors. Any subcontractor who contracts for another company's services with regards to the PHI shall likewise obtain and provide to Covered Entity written contracts agreeing to such terms. Neither Business Associate nor any subcontractors may subcontract with respect to this agreement without the advanced consent of Covered Entity.

(j) *Right to Review Practices, Books, and Records.* Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to Covered Entity, or at the request of Covered Entity to the Secretary, in a time and manner designated by Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule. Business Associate agrees to make copies of training records available to Covered Entity at the request of Covered Entity.

(k) *Individual Access to PHI.* Business Associate agrees to provide an individual's access to PHI about the individual in a Designated Record Set, for as long as the PHI is maintained in the Designated Record Set, subject to the limitations identified in 45 C.F.R. section 164.524. Business Associate agrees to

provide individuals access in electronic format, and to transmit a copy of that PHI to an entity or person designated by the individual. To the extent Business Associate is required to make PHI available to an Individual pursuant to Sections 164.524 and/or 164.526, Business Associate shall do so solely by way of coordination with Covered Entity.

(l) *Process for Disclosure of PHI to Individuals.* Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. section 164.528. To the extent Business Associate is required to make PHI available to an Individual pursuant to Sections 164.524 and/or 164.526, Business Associate shall do so solely by way of coordination with Covered Entity.

(m) *Accounting of Disclosures of PHI to Individuals.* Business Associate agrees to provide to Covered Entity or an Individual, in the time and manner designated by Covered Entity, information collected in accordance with Section (l) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. section 164.528.

(n) *Amendment to PHI in Designated Record Set.* Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set as directed or agreed to by Covered Entity pursuant to 45 C.F.R. Section 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. Section 164.526. To the extent Business Associate is required to amend PHI pursuant to Section 164.526, Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.

(o) *Compliance with Rules when Performing Covered Entity's Obligations.* To the extent Business Associate is required to carry out one or more of Covered Entity's obligations under Subpart E of 45 C.F.R. section 164, Business Associate must comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligations.

Permitted Uses and Disclosures by Business Associate

(p) *Permitted Uses of PHI.* Business Associate may use and disclose PHI for the proper management and administration of Business Associate, and to carry out the legal responsibilities of Business Associate. Business Associate may use PHI to provide Data Aggregation services relating to the Health Care Operations of Covered Entity. Except as otherwise limited in this Agreement, Business Associate may only use or disclose PHI as necessary to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

(q) *Compliance with Minimum Necessary Policies and Procedures.* Business Associate agrees to make uses and disclosures and requests for PHI consistent with Covered Entity's Minimum Necessary policies and procedures.

(r) *General Prohibitions on Use of PHI.* Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 C.F.R. section 164 if done by Covered Entity.

(s) *Prohibitions on Use of PHI for Fundraising or Marketing Purposes.* Business Associate shall not use or disclose PHI for fundraising or marketing purposes unless authorized as set forth under paragraphs (t) and (u). Business Associate shall not disclose PHI to a health plan for payment or Health Care Operation purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a)]. Business Associate shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of Covered Entity and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2); however, this prohibition shall not affect payment by Covered Entity to Business Associate for services provided pursuant to the Agreement.

(t) *Opt-Out Provisions.* Business Associate agrees that any written fundraising communication that is a Health Care Operation shall, in a clear and conspicuous manner, provide a description of how the individual may opt-out of receiving any further fundraising communications, and to make reasonable efforts to ensure that individuals who decide to opt out of receiving future fundraising communications are not sent such communications. When an individual elects not to receive any further such communication, such election shall be treated as a revocation of authorization under 45 C.F.R. section 164.508.

(u) *Marketing.* Business Associate must obtain an authorization for any use or disclosure of PHI for marketing. Business Associate agrees to comply with all rules governing marketing communications as set forth in the HIPAA Rules, and the HITECH Act, including, but not limited to, 45 C.F.R. section 164.508 and 42 U.S.C. section 13406.

(v) *De-identification of PHI.* Unless otherwise agreed to in writing and by both parties, Business Associate and its agents shall not have the right to de-identify the PHI. Any such de-identification shall be in compliance with 45 C.F.R. sections 164.502(d) and 164.514(a) and (b).

(w) *Material Breach or Violation.* Business Associate understands and agrees that in accordance with the HITECH Act and the HIPAA Privacy and Security Regulations, it will be held to the same standards as Covered Entity to rectify a pattern of activity or practice that constitutes a material breach or violation of Privacy Laws. Business Associate further understands: (i) it will also be subject to the same penalties as a covered entity for any violation of the HIPAA Privacy and Security Regulations, and (ii) it will be subject to periodic audits by the Secretary.

(x) *Rules Promulgated by the Secretary.* Business Associate understands and agrees that the Secretary will adopt rules and/or provide further guidance regarding various aspects of the Privacy Rules. Business Associate agrees to comply with any such rule and/or guidance provided by the Secretary as soon as it becomes effective.

Business Associate Obligations upon Termination or Expiration of Agreement

(y) *Termination for Cause.* A breach by Business Associate of any provision of this Addendum, as determined by Covered Entity, shall constitute a material breach of the Contract and shall provide

grounds for immediate termination of the Contract, any provision in the Contract to the contrary notwithstanding. Contracts between Business Associates and subcontractors are subject to the same requirements.

(z) *Termination due to Criminal Proceedings or Statutory Violations.* Covered Entity may terminate the Contract, effective immediately, if (i) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that Business Associate has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

(aa) *Obligations of Business Associate upon Termination.* Covered Entity has the right to terminate this Agreement as set forth above and as otherwise permitted by applicable state and federal law. In the event of termination for any reason, or upon the expiration of this Agreement, Business Associate shall return or, if agreed upon by Covered Entity, destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

Miscellaneous

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

(cc) *Current Law.* A reference in this Agreement to a section in HIPAA, HIPAA regulations, or the HITECH ACT means the section as in effect or as amended, and for which compliance is required.

(dd) *Amendments.* The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA, the HIPAA Regulations, and the HITECH Act.

(ee) *Survival.* The respective rights and obligations of Business Associate with respect to PHI in the event of termination, cancellation or expiration of this Agreement shall survive said termination, cancellation or expiration of this Agreement, and shall continue to bind Business Associate, its agents, employees, contractors and successors as set forth herein.

(ff) *Insurance.* Business Associate shall maintain general liability insurance to cover the risks related to this Business Associate Agreement and shall, upon request, provide a copy of such policy to Covered Entity.

(gg) *Indemnification.* Business Associate agrees to indemnify and hold harmless Covered Entity from and against any and all claims, losses, liabilities, fines, costs, and any other expenses, including attorneys' fees, which may be claimed against Covered Entity by any persons or entity resulting from Business Associate's failure to comply with the HIPAA Privacy Rule and the provisions of this Business Associate Agreement. At the request of Covered Entity, if Business Associate is the cause of a breach of unsecured PHI, Business Associate further agrees to carry out the notification to affected individuals, the media, and state and federal entities as required by law.

(hh) *Assistance in Litigation or Administrative Proceedings.* Business Associate shall make itself, and any subcontractors, employees, or agents assisting Business Associate in the performance of its obligations under the Contract or Addendum, available to Covered Entity, at no cost to Covered Entity, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against Covered Entity, its directors, officers, or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where Business Associate or its subcontractor, employee or agent is a named adverse party.

(ii) *No Third Party Beneficiaries.* Except as expressly provided herein or expressly stated in the Privacy Rule, the parties to this Agreement do not intend to create any rights in any third parties.

(jj) *Governing Law.* The provisions of this Agreement are intended to establish the minimum requirements regarding Business Associate's use and disclosure of PHI under the HIPAA Privacy Rule and the HITECH Act. The use and disclosure of individually identified health information is also covered by applicable California law. To the extent that California law is more stringent with respect to the protection of such information, applicable California law shall govern Business Associate's use and disclosure of confidential information related to the performance of this Agreement.

(kk) *Interpretation.* Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Rule, HITECH Act, and in favor of the protection of PHI.

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

Name: East Oakland Community Project

By (Signature): Wendy W Jackson

Print Name: Wendy W Jackson

Title: Executive Director

EXHIBIT F
COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION

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

The contractor, under penalty of perjury, certifies that, except as noted below, the 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 or attach an additional page.

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 contracting process.

By signing this contract and Exhibit F, Debarment and Suspension Certification, the Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.

CONTRACTOR: East Oakland Community Project

PRINCIPAL: Wendy Jackson **TITLE:** Executive Director

SIGNATURE: Wendy G Jackson **DATE:** 8/27/14

ALAMEDA COUNTY
HEALTH CARE SERVICES
AGENCY
Alex Briscoe, Director

AGENCY ADMIN. & FINANCE
1000 San Leandro Boulevard, Suite 300
San Leandro, CA 94577
Tel: (510) 618-3452
Fax: (510) 351-1367

Agenda: _____ June 3, 2014

May 16, 2014

The Honorable Board of Supervisors
Administration Building
1221 Oak Street
Oakland, CA 94612

Dear Board Members:

SUBJECT: APPROVE BEHAVIORAL HEALTH CARE SERVICES MENTAL HEALTH FY 2014-15 MASTER CONTRACTS

RECOMMENDATIONS:

1. Approve Fiscal Year 2014-15 Behavior Health Care Services procurement contracts for mental health services in the amount of $198,736,705 with the seventy-five community based organizations listed on Attachment A for the period 7/1/14 to 6/30/15;

2. Approve the execution of interim contracts while the contracts and exhibits for provision of services for amounts and time periods noted above are being negotiated for each community based organization in amounts not to exceed those listed on Attachment A;

3. Approve the waiver of Small Local and Emerging Business requirements for the five providers that are for-profit due to state regulations prohibiting subcontracting for clinical care: Hiawatha Harris, MD Inc. dba Pathways to Wellness, Medical Hill Rehabilitation Center, STARS Community Services, Star View Adolescent Center, Inc. and Telecare Corporation;

4. Exercise the local authority vested in your Board to waive the requirement for a competitive procurement process for programs funded by the Substance Abuse and Mental Health Services Administration Mental Health Block Grant in order to ensure continuity of care and ensure maintenance of service levels; and

5. Authorize the Director of Behavioral Health Care Services or his designee to negotiate and execute master contract exhibits on your behalf and submit originals to the Clerk of the Board for filing.

SUMMARY/DISCUSSION:

BHCS is requesting approval to execute interim contracts and negotiate exhibits for procurement contracts with the CBOs listed in Attachment A in order to provide uninterrupted service and continuity of care to clients. Your Board has traditionally approved this request in order to allow the department some flexibility in the time frame required to negotiate final contracts with the approved budget allocations for the new fiscal year.

The seventy-five contracts to be approved represent the major components of public mental health services in Alameda County. These community-based providers deliver services along the entire spectrum of care from Outreach and Primary Prevention in underserved ethnic and language communities to inpatient and residential care for individuals with serious mental illness and serious emotional disturbance. Services are provided across the age spectrum with specialized services delivered to children from birth onwards, services for school-age children, transition-age youth, adults and older adults. These contracts also include funding for funding for employment and housing service for transition-age youth and adults with mental illness.
BHCS is also requesting that the Board exercise its authority to waive the Small Local and Emerging Business requirements due to the clinical nature of the services being delivered and regulatory requirements that Medi-Cal funded clinical services not be sub-contracted with organizations that settle to cost in the State settlement process.

BHCS is requesting that the Board also waive the County requirement for a competitive procurement process for the services funded through the Substance Abuse and Mental Health Services Administration (SAMHSA) Mental Health Block Grant (MHBG). A competitive process would seriously impact providers' capacity to provide continuity of care to clients. Approval of this recommendation will meet the requirements of the Federal auditors and prevent potential financial penalties.

SELECTION CRITERIA AND PROCESS:

All but five of the CBOs listed on the attachment are non-profit CBOs that are exempt from the County's SLEB policy. However, some of the non-profit CBOs have elected to participate in the SLEB program, and the SLEB certification number is included on Attachment A for these providers. The five organizations that are for-profit are Pathways, Medical Hill, STARS, Star View, and Telecare. Telecare has been a contracted service provider for more than twenty years, and delivers an array of specialty inpatient and outpatient services. STARS has been a contracted provider since the early 1990's when it was awarded a contract for the STARS children's program on the Fairmont Campus. Star View has been contracted to provide Psychiatric Health Facility (PHF) acute inpatient psychiatric care, intensive day treatment and outpatient services since 2008. Medical Hill, formerly Ocadian Care Center, has been contracted to provide the specialty neuro-behavioral care skilled nursing program since 2004. The services provided by Pathways, Medical Hill, STARS, Star View and Telecare are clinical in nature and supported by funding sources such as Medi-Cal and Medicare. BHCS requests a waiver of the SLEB requirements for the programs that these providers run because State regulations for Medi-Cal and Medicare do not allow for clinical services to be sub-contracted with entities that are subject to the cost reporting requirements of the state. This regulatory requirement is supported by good clinical practice.

FINANCING:

Funding for these contracts is included in the BHCS budget. Funding sources include Medi-Cal, the Mental Health Services Act, CalWorks, State funding, Federal grant awards, Measure A and the County General Fund. There is no increase in net County cost.

Respectfully submitted,

Alex Briscoe, Director
Alameda County Health Care Services Agency

AB: FB/rml

cc: County Administrator
County Counsel
Auditor-Controller

ALAMEDA COUNTY BOARD OF SUPERVISORS
MINUTE ORDER

The following action was taken by the Alameda County Board of Supervisors on 06/03/2014

Approved as Recommended ○ **Other** ○

Unanimous ☐ **Chan:** ☐ **Haggerty:** ☒ **Miley:** ☐ **Valle:** ☐ **Carson:** ☐ **-** 4

Vote Key: N=No; A=Abstain; X=Excused

Documents accompanying this matter:

Resolution: R-2014-168F

Documents to be signed by Agency/Purchasing Agent:

File No. 29309

Item No. 7

Copies sent to:

Margaret Tolbert, Cecilia Serrano, Sharon Woolley, Leda Frediani, & Auditor

Special Notes:

I certify that the foregoing is a correct copy of a Minute Order adopted by the Board of Supervisors, Alameda County, State of California.

ATTEST:
Clerk of the Board
Board of Supervisors

By: Campbell-Belton, Anika, CBS

Deputy

Form 110-8 Rev 10/16/13

COMMUNITY BASED ORGANIZATION
MASTER CONTRACT EXHIBIT A & B COVERSHEET

Dept Name: **SSA/Department of Children & Family Services** Vendor ID #: **28600** Board PO #: _____

Bus Unit: **SOCSA** Master Contract #: **900186** Procurement Contract #: **10493** Budget Year: **2015**

Acct #	Fund #	Dept #	Program #	Subclass #	Project / Grant #	Amount to be Encumbered	Total Contract Amount
640001	10000	320100	36001			$50,653	$50,653

Justification if partial encumbrance or liquidation requested: _____

Federal Funds Waiver #: **NA** Contract Maximum: **$50,653**

Procurement Contract Begin Date: **July 1, 2014** Expire Date: **June 30, 2015** Period of Funding From: **July 1, 2014** To: **June 30, 2015**

Department Contact: **Ramil C. Rivera** Telephone #: **510-271-9165** QIC Code: **20203**

Contractor Name: **Kidango, Inc.**

Project Name: **Child Care Services**

Contractor Address: **44000 Old Warm Springs Blvd., Fremont, CA. 94538**

Remittance Address: **Same as above** ALCOLINK Vendor Address #: **17**

BOS Dist. #: **2**

Contractor Telephone #: **510-897-6934** Fax #: **510-897-6909** E-mail (Signatory): **pmiller@kidango.org**

Contractor Contact Person: **Laura Nachison / Daniel Trimble** E-mail (Contact): **LNachison@kidango.org**

Contract Service Category: **Maintenance of Effort (MOE) – Child Care Services**

Estimated Units of Service: **As defined in Exhibit A & B**

Method of Reimbursement (Invoicing Procedures): **Monthly Invoice with Service Report**

History of Funding:	Original	Amendment #1	Amendment #2	Amendment #3	Amendment #4
Funding Level	**$50,653**				
Amount of Encumbrance	**$50,653**				
File Date	7/29/14				
File / Item #	**29409 / No. 4**				
Reason	**Board Action**	**Board Action**			

Funding Source Allocation:

Federal - CFDA #: NA	State	County
		$50,653

The signatures below signify that the attached Exhibits A and B have been received, negotiated and finalized. The Contractor also signifies agreement with all provisions of the Master Contract.

DEPARTMENT

By _____
Signature

Lori A. Cox
Print or Type Name

Title **Agency Director** Date 09/03/14

CONTRACTOR

By _____
Signature

Paul Miller
Print or Type Name

Title **Executive Director** Date 7/8/14

By _____

Print or Type Name

Title Date

RECEIVED
SEP 04 2014
CLERK & BOARD OF SUPERVISORS

EXHIBIT A

PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS

Contracting Department	Department of Children and Family Services (DCFS)
Contractor Name	Kidango, Inc.
Contract Period	July 1, 2014 – June 30, 2015
Type of Services	Child Care Services
Contract Number (PO #)	

I. PROGRAM NAME

Child Care Services – Maintenance of Effort (MOE) Provider

II. CONTRACTED SERVICES AND PROGRAM GOAL

Contractor shall provide: Quality childcare to low-to-moderate-income families through preschool and school age programs for children 3-12 years old (child is no longer eligible on his/her 13th birthday) who meet Title 5 need and eligibility requirements.

III. PROGRAM INFORMATION AND REQUIREMENTS

A. Program Requirements

First priority for services through this program is given to children who are receiving child protective services through local County Social Service Department or identified by a legal, medical, social service agency, or emergency shelter as abused, neglected, or exploited, or at risk of abuse, neglect, or exploitation.

Second priority is given to lowest income families with the greatest need.

Services allow parents an opportunity to secure employment and/or secure career goals while attending school or training programs. CalWORKs families are inclusive.

B. Target Population

Contractor shall provide services to the following populations: To low-to-moderate-income families through preschool and school age programs for children 3-12 years old (child is no longer eligible on his/her 13th birthday)

C. Hours/Days of Operation

- Business hours, Monday through Friday from 7:00 AM to 6:00 PM.

D. Service Area and Service Delivery Sites

- Kidango Rix Center – 43100 Isle Royal Street, Fremont, CA. 94538
- Kidango Logan Center – 33821 Syracuse Avenue Union City, CA 94587

- Services will be provided to eligible families residing within the service area of the AP program provider.

E. Service Criteria

- Families must be referred by Child Protective Services (CPS), qualified legal, medical, and Social Services Agency or emergency shelter staff.

- Second priority will be given to low-income families with the greatest need.

F. Staffing and Certification/Licensure

MOE provider staff shall match family needs with available licensed childcare spaces from a regularly updated list of licensed centers and homes within the community.

G. Minimum Staffing Qualifications

Contractor shall have and maintain current job descriptions on file with the Department for all personnel whose salaries, wages, and benefits are reimbursable in whole or in part under this agreement. Job descriptions shall specify the minimum qualifications for services to be performed and shall meet the requirements of the Department. Contractor shall submit revised job descriptions meeting the approval of the Department prior to implementing any changes or employing persons who do not meet the minimum qualifications on file with the Department.

IV. CDD EVALUATION AND PERFORMANCE REQUIREMENTS

Contractor will comply with CDE/CDD defined terms and conditions for the AP program including family certifications, parent counseling on child care choices, administering provider contracts and payments, ensuring provider eligibility for payment, and ensuring confidentiality of family and provider files.

V. SSA EVALUATION AND MONITORING REQUIREMENTS

The Social Services Agency (SSA) DCFS staff, SSA Contracts Office Liaison and/or a member of the SSA Program Evaluation and Research Unit (PERU) may at any time, upon one week's notice, monitor and conduct an evaluation of operations, which may include site visits and reviews of Contractor's financial records and other records and materials to determine progress in the achievement of program goals and objectives and service criteria and requirements as specified within this agreement. A final report will be prepared by the Contracts Office Liaison to provide feedback on areas of compliance and/or non-compliance. Contractor shall submit a written corrective action plan to the Contracts Office Liaison in response to all findings of non-compliance. A follow-up monitor visit will be conducted to insure that all corrective action measures have been completed and contractor is in compliance with contract requirements. Should subcontractors be utilized, Contractor will be responsible for monitoring all subcontractors under this agreement.

VI. ENTIRETY OF AGREEMENT

Contractor shall abide by all provisions of the Community Based Organization Master Contract General Terms and Conditions, all Exhibits, and all Attachments that are associated with and included in this contract.

VII. CONTRACTOR RESPONSIBILITIES – CLIENT GRIEVANCE POLICY

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

VIII. LANGUAGE ACCESS REQUIREMENT FOR CONTRACTORS

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

ATTACHMENT A

CLIENT GRIEVANCE POLICY

WHAT TO DO IF YOU HAVE A GRIEVANCE

If you have a complaint about the performance of **(INSERT NAME OF CONTRACTOR)** staff, and/or you feel you have been treated unfairly, the following are the steps you should take to have your complaint heard:

1. Talk privately to the person with whom you have the problem. We encourage you to try first to work out the problem in an open and informal way.

2. If you do not feel comfortable talking with the person with whom you have the problem, or you do talk with them and are not satisfied with the outcome, you may make an appointment to speak with or submit a written complaint (which may be in your own language) to **(INSERT NAME OF CONTRACTOR)** Executive Director or designee. If you have good cause to use another medium to communicate your complaint, such as a tape recording, you may do so. The Executive Director or designee shall meet with you or provide you with a written response to your written complaint within ten (10) working days of the meeting or receipt of your written complaint.

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

Alameda County Social Services Agency
Administrative Offices
2000 San Pablo Avenue
Oakland, CA 94612
Attn: Lori A. Cox
Social Services Agency Director
(510) 271-9100

I certify that the information in this document was explained to my satisfaction in my own language and a copy of this form was given to me.

_____
Client's Name (printed)

_____ _____
Client's Signature Date

ANEXO A

POLITICA PARA QUEJAS DE CLIENTES

QUE HACER SI USTED TIENE UNA QUEJA

Si usted tiene una queja acerca del rendimiento de **(INSERT NAME OF CONTRACTOR)** personal, y/o usted siente que se le ha tratado injustamente, los siguientes son los pasos que tendrá que seguir para que su queja sea escuchada:

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

2. Si usted no se siente cómodo hablando con la persona con quien usted tiene el problema, o habla con esa persona y no esta satisfecho/a con los resultados, usted puede hacer una cita para hablar con, o someter una queja por escrito (cual puede ser en su propio idioma) al **(INSERT NAME OF CONTRACTOR)** Director Ejecutivo o su representante. Si tiene una buena razón para utilizar otro medio de comunicar su queja, así como una cinta de grabación, lo podrá hacer. El Director Executivo o su representante se reunirá con usted o le proveerá una respuesta por escrito a su queja durante diez (10) días hábiles de su cita o de haber recibido su queja por escrito.

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

Agencia de Servicios Sociales del Condado de Alameda
Oficinas Administrativas
2000 Avenida San Pablo
Oakland, CA 94612
Atención: Lori A. Cox
Directora de la Agencia de Servicios Sociales
(510) 271-9100

Certifico que la información en este documento fue explicada para mi entera satisfacción y en mi propio idioma y que una copia de este formulario me fue dada.

_____
Nombre del Cliente (favor de imprimir)

_____ _____
Firma del Cliente Fecha

ATTACHMENT B

(Revised: 07/01/12)

LANGUAGE ACCESS REQUIREMENTS FOR CONTRACTORS

I. The Alameda County Social Services Agency (SSA) has developed and adopted a Master Plan on Language Access to ensure its limited-English proficient (LEP) clients are provided with language accessible services and communications. Under the plan's provisions, community-based organizations (CBOs)/contractors whose services are contracted by the SSA:

A. Shall clearly disclose language access capabilities in relationship to the population served.
B. Shall have a plan in place—available for review upon request by County staff—for referring clients whose language needs the contractor can't accommodate.
C. Shall permit County staff to conduct ongoing monitoring of contracted services for compliance with provisions of the County's Language Access Plan.
D. Shall provide the County with a list and copies of all printed contract-related marketing/promotional/education-related materials (including languages materials are printed in).

II. The SSA shall aid contracted CBOs in expanding language interpretation services through:

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

EXHIBIT B

TERMS OF PAYMENT

Contracting Department	Department of Children and Family Services (DCFS)
Contractor Name	Kidango, Inc.
Contract Period	July 1, 2014 – June 30, 2015
Type of Services	Child Care Services
Contract Number (PO #)	
Contract Amt/Max	$50,653.00

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 – See Exhibit B-1

B. Agency Composite Budget – See Exhibit B-2

II. TERMS AND CONDITIONS OF PAYMENT

A. Contract Amount/Maximum

- Kidango shall submit invoices not to exceed the contract maximum amount of **$50,653.00**.
- **The term of this agreement is July 1, 2014 through June 30, 2015.**

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 Contract Liaison prior to billing the County.

No supplemental billing will be accepted without Contractor's prior notification and approval by SSA Contract Liaison 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 (via e-mail) request to the SSA Contract Liaison for any contract budget adjustment with justification for requested expenditure revisions inclusive of specific impacts to current services being delivered. If impacts to contracted services levels are significant the SSA Contract Liaison will consult and obtain approval from the relevant Program department.

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 AND REPORTING PROCEDURES

A. The Alameda County Social Services Agency (SSA) will reimburse MOE Contractor for services provided under the terms of this contract (as described in Exhibit A).

Eighty five per cent (85%) of the allocated amount shall be for direct services and no more than fifteen percent (15%) may be used for administrative cost. The total amount available under this contract is **$50,653.00**.

MOE Contractor shall submit monthly invoices for services rendered under the terms of this contract to the SSA Department Contract Liaison at the following address:

Alameda County Social Services Agency- Contracts Office
2000 San Pablo Ave., 4th Floor
Oakland, CA 94612
Attn: Ramil Rivera/Program Financial Specialist

All invoices shall include the number of children provided services plus ID information, as well as the total amount claimed for each category of service (direct services & administrative cost).

MOE Contractor shall also submit to SSA, with monthly invoice due by the 10th business day of the month following the service month, a copy of State report EDD801A/CDD 801A. Invoices shall not exceed the contract maximum amount of **$50,653.00**.

B. As required by California Department of Education (CDE), Contractor will mail an Annual Financial Audit Report, which **must include an Audited Fiscal Report (AUD form) by November 3, 2014** to:

California Department of Education
Audits and Investigations Division
1430 N Street, Suite5319
Sacramento, CA. 95814
Attention: Audit Reports Review Section

Refer to the CDE Audit Guidelines at: http://www.cde.ca.gov/fg/au/pm/

C. Contractor will email the completed Audit Report to the contract liaison **by November 3, 2014** to confirm the Annual Financial Audit Report was sent.

D. The term of this agreement is July 1, 2014 through June 30, 2015.

IV. RECORDS TO BE MAINTAINED BY THE CONTRACTOR

Individual client records and financial and statistical documents that substantiate the reimbursement service component described in this contract shall be maintained for audit purposes. Personnel records will be maintained for staff members providing services through this program. Staff members will maintain appropriate time sheets.

All individual client records shall be retained in client case folders. The Contractor will maintain records that enable the County to audit and/or evaluate the program. The Contractor may provide some of the information in aggregate or coded form or blocked if necessary to protect client privilege or related ethical responsibilities.

V. FUNDING REQUIREMENTS

Funding under this contract shall not duplicate funding from other sources. Should other funding duplicate funding under this contract, the invoices to Alameda County will be reduced accordingly by the amount of duplicate funding.

Continued funding of this contract is contingent upon appropriation and availability of sufficient funds as well as satisfactory performance.

This Contract will automatically renew at the beginning of each new County Fiscal Year (July 1 through June 30), unless the Alameda County Board of Supervisors takes termination action or either of the parties notifies the other of desire to terminate.

MOE Contractor shall receive notice of annual funding upon the County's notification of renewal of California Alternative Payment Program (CAPP) funding.

Funding beyond June 30, 2015 is not guaranteed.

VI. TERMINATION PROVISIONS

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

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

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.

Termination By Mutual Agreement -- County and Contractor may otherwise agree in writing to terminate this Agreement in a manner consistent with mutually agreed upon specific terms and conditions.

EXHIBIT B-1

FUNDED PROGRAM BUDGET

Budget Categories	Grant Request
Direct Services (85%) including salaries and benefits	**$43,055.00**
Administrative Costs (15%)	**$7,598.00**
Grand Total	**$50,653.00**

EXHIBIT B-2

AGENCY COMPOSITE BUDGET

DESCRIPTION	Approved Agency Budget FY13-14	Propose Agency Budget FY14-15	Variances	%
REVENUE AND SUPPORT				
REVENUE				
EARLY CHILDHOOD				
Head Start	913,738	1,180,752	267,014	29%
Early Head Start	203,764	362,464	158,700	78%
TOTAL EARLY CHILDHOOD	**1,117,502**	**1,543,216**	**425,714**	**38%**
FOOD PROGRAMS				
Child Care Food Program	1,498,865	1,642,756	143,891	10%
Vended Meal/Private Pay	505,924	671,848	165,924	33%
TOTAL FOOD PROGRAMS	**2,004,789**	**2,314,604**	**309,815**	**15%**
PARENT FEES				
Non-Certified Parent Fees	2,100,000	1,920,000	(180,000)	-9%
Certified Parent Fees Full Day	597,000	612,000	15,000	3%
Certified Parent Fees Part Day	434,000	-	(434,000)	-100%
TOTAL PARENT FEES	**3,131,000**	**2,532,000**	**(599,000)**	**-19%**
CDE				
General Child Care	2,099,869	2,204,862	104,993	5%
Family Child Care Homes	898,104	962,154	64,050	7%
Facilities Renovations & Repairs	252,603	9,511	(243,092)	-96%
State Preschool Contracts	12,394,132	13,239,053	844,921	7%
CalSAFE	45,000	45,000	-	0%
TOTAL CDE	**15,689,708**	**16,460,580**	**770,872**	**5%**
CITY CONTRACTS				
CDBG	13,800	68,770	54,970	398%
Other	48,111	70,111	22,000	46%
TOTAL CITY CONTRACTS	**61,911**	**138,881**	**76,970**	**124%**
COUNTY CONTRACTS				
Other County Contracts	3,314,000	3,119,632	(194,368)	-6%
TOTAL COUNTY CONTRACTS	**3,314,000**	**3,119,632**	**(194,368)**	**-6%**
INTEREST				
Interest Income	2,239	3,012	773	35%
Interest Income - CD 547000	45	-	(45)	-100%
TOTAL INTEREST	**2,284**	**3,012**	**728**	**32%**
RENT				
Rent Revenue	69,726	69,726	(0)	0%
TOTAL RENT	**69,726**	**69,726**	**(0)**	**0%**
OTHER				
Alternative Payment	505,000	479,199	(25,801)	-5%
Fundraising	25,000	25,000	-	0%
Regional Center Contracts	602,000	750,270	148,270	25%
Misc.	47,810	65,250	17,440	36%
TOTAL OTHER	**1,179,810**	**1,319,719**	**139,908**	**12%**
TOTAL REVENUE	**26,570,730**	**27,501,370**	**930,639**	**4%**
SUPPORT				
GRANTS				
Foundation Grants	45,000	50,000	5,000	11%
TOTAL GRANTS	**45,000**	**50,000**	**5,000**	**11%**
DONATIONS				
Individual	6,000	16,000	10,000	167%
Corporate	13,000	27,000	14,000	108%
Donor Designation Program	10,500	5,000	(5,500)	-52%
TOTAL DONATIONS	**29,500**	**48,000**	**18,500**	**63%**
TOTAL SUPPORT	**74,500**	**98,000**	**23,500**	**32%**
TOTAL REVENUE AND SUPPORT	**$ 26,645,230**	**$ 27,599,370**	**$ 954,139**	**4%**
EXPENSES AND LOSSES				
PERSONNEL				
CERTIFIED SALARIES				
Teacher	4,206,702	5,222,743	(1,016,041)	-24%
Master Teacher	633,305	343,250	290,055	46%
Center Director	2,085,289	2,272,857	(187,568)	-9%
Regional Director	331,888	340,775	(8,887)	-3%
Early Intervention	394,758	583,852	(189,094)	-48%
Mental Health	1,040,102	932,604	107,498	10%
TOTAL CERTIFIED SALARIES	**8,692,044**	**9,696,079**	**(1,004,035)**	**-12%**
CLASSIFIED SALARIES				
Teacher's Aide	1,881,855	1,918,020	(36,165)	-2%
Teacher Aide-KIT	808,129	871,702	(63,573)	-8%
Food Service	345,579	385,980	(40,401)	-12%
Maintenance Support	131,658	168,741	(37,083)	-28%
Admin Support	683,001	696,661	(13,660)	-2%
Manager & Asst. Manager	1,514,001	1,614,306	(100,305)	-7%
Director	991,466	1,039,571	(48,105)	-5%
TOTAL CLASSIFIED SALARIES	**6,355,689**	**6,694,980**	**(339,291)**	**-5%**
PAYROLL TAXES & BENEFITS				
Social Security and Medicare	1,103,591	1,239,909	(136,318)	-12%
Health, Vision, Dental and Life	2,110,000	2,156,419	(46,419)	-2%
Workers' Compensation	538,590	534,738	3,852	1%
Unemployment Insurance	228,320	202,154	26,166	11%
Accrued Vacation	98,000	122,340	(24,340)	-25%
TOTAL PAYROLL TAXES & BENEFITS	**4,078,501**	**4,255,560**	**(177,059)**	**-4%**
TOTAL PERSONNEL	**19,126,234**	**20,646,620**	**(1,520,386)**	**-8%**
SUPPLIES AND SHIPPING				
SUPPLIES				
Classroom	693,460	708,000	(14,540)	-2%
Office	65,360	67,000	(1,640)	-3%
Books/Publications & Subs	10,000	20,000	(10,000)	-100%
Food	846,582	895,000	(48,418)	-6%
Other Non-Food	75,000	40,000	35,000	47%
TOTAL SUPPLIES	**1,690,402**	**1,730,000**	**(39,598)**	**-2%**
SHIPPING				
Postage & Shipping	20,000	20,000	-	0%
TOTAL SHIPPING	**20,000**	**20,000**	**-**	**0%**
TOTAL SUPPLIES AND SHIPPING	**1,710,402**	**1,750,000**	**(39,598)**	**-2%**
OPERATING SERVICES				
PROFESSIONAL SERVICES				
Consultants	300,000	200,000	100,000	33%
Child Care Provider - Subcontracts	1,238,668	999,793	238,875	19%
Computer Services	121,000	120,000	1,000	1%
Accounting & Audit	36,000	36,000	-	0%
Legal	32,000	30,000	2,000	6%
Other Professional Services	54,000	35,000	19,000	35%
Professional Services - In Kind	10,000	-	10,000	100%
TOTAL PROFESSIONAL SERVICES	**1,791,668**	**1,420,793**	**370,875**	**21%**
EMPLOYEE DEVELOPMENT				
Travel Accommodations	25,000	20,000	5,000	20%
Conference Training	54,715	157,000	(102,285)	-187%
Employee Certification	1,300	90,000	(88,700)	-6823%
Employee Incentives	10,000	-	10,000	100%
TOTAL EMPLOYEE DEVELOPMENT	**91,015**	**267,000**	**(175,985)**	**-193%**
OCCUPANCY				
Rent	640,000	640,000	-	0%
Janitorial	437,000	445,000	(8,000)	-2%
Telephone	200,000	200,000	-	0%
Utilities	224,000	224,000	-	0%
Security	33,000	33,000	-	0%
Licensing & Accreditation	42,000	42,000	-	0%
Repairs & Maintenance	300,000	300,000	-	0%
Property Taxes	45,000	45,000	-	0%
TOTAL OCCUPANCY	**1,921,000**	**1,929,000**	**(8,000)**	**0%**
EMPLOYEE RECRUITMENT				
Fingerprinting	6,450	10,000	(3,550)	-55%
Employee Physicals	9,140	12,000	(2,860)	-31%
New Hire Recruitment	21,000	21,000	-	0%
TOTAL EMPLOYEE RECRUITMENT	**36,590**	**43,000**	**(6,410)**	**-18%**
ADMINISTRATIVE				
Liability Insurance	120,000	120,000	-	0%
Auto Repair	12,000	12,000	-	0%
Auto Gas & Oil	43,000	50,000	(7,000)	-16%
Auto Fee & License Fee	3,000	3,500	(500)	-17%
Advertising	160,000	98,500	61,500	38%
Meetings	20,000	30,000	(10,000)	-50%
Memberships	9,000	15,000	(6,000)	-67%
Bank Finance Charges	56,000	45,000	11,000	20%
Other Admin	10,000	15,000	(5,000)	-50%
TOTAL ADMINISTRATIVE	**433,000**	**389,000**	**44,000**	**10%**
OTHER				
Mileage	138,717	184,000	(45,283)	-33%
Equipment Rental	20,000	40,000	(20,000)	-100%
Printing	86,000	100,000	(14,000)	-16%
First Aid	2,000	2,000	-	0%
Temporary Service	82,000	78,000	4,000	5%
Payroll Service	70,000	75,000	(5,000)	-7%
TOTAL OTHER	**398,717**	**479,000**	**(80,283)**	**-20%**
TOTAL OPERATING SERVICES	**4,671,990**	**4,527,793**	**144,197**	**3%**
CAPITALIZED EXPENSES				
Renovations and Repairs Under $5,000	78,000	124,970	(46,970)	-60%
Equipment & Furniture Under $5,000	235,000	167,164	67,836	29%
CDE Facilities and Renovations	252,603	9,511	243,092	96%
TOTAL CAPITALIZED EXPENSES	**565,603**	**301,645**	**263,958**	**47%**
DEPRECIATION				
Depreciation Expense	250,000	250,000	-	0%
TOTAL DEPRECIATION	**250,000**	**250,000**	**-**	**0%**
INTEREST				
MORTGAGE INTEREST				
Old Warm Springs	112,000	108,312	3,688	3%
TOTAL MORTGAGE INTEREST	**112,000**	**108,312**	**3,688**	**3%**
CAPITAL LEASE INTEREST				
Copiers	6,600	10,000	(3,400)	-52%
TOTAL CAPITAL LEASE INTEREST	**6,600**	**10,000**	**(3,400)**	**-52%**
TOTAL INTEREST	**118,600**	**118,312**	**288**	**0%**
FUNDRAISING				
Fundraising Expense	5,000	5,000	-	0%
TOTAL FUNDRASING EXPENSE	**5,000**	**5,000**	**-**	**0%**
TOTAL EXPENSES AND LOSSES	**$ 26,447,829**	**$ 27,599,369**	**$ (1,151,540)**	**-4%**
Total Surplus(Deficit)	**$ 197,401**	**$ 0**	**$ 197,401**	**100%**

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:

A	**Commercial General Liability** Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	**Commercial or Business Automobile Liability** All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	**Workers' Compensation (WC) and Employers Liability (EL)** Required for all contractors with employees	WC: Statutory Limits EL: $100,000 per accident for bodily injury or disease
D	**Professional Liability/Errors & Omissions** Includes endorsements of contractual liability	$1,000,000 per occurrence $2,000,000 project aggregate
E	**Endorsements and Conditions:** 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: – Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party), or at minimum named as an "Additional Insured" on the other's policies. – Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured. 7. **CANCELLATION OF INSURANCE:** All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation. 8. **CERTIFICATE OF INSURANCE:** Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The require certificate(s) and endorsements must be sent to: - Contracts Office / 2000 San Pablo Ave. 4th floor, Oakland, CA 94612	

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/14/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Pam Miller
Thoits Insurance Ca Lic #0243213 160 West Santa Clara Street 12th Floor San Jose CA 95113	PHONE (A/C, No, Ext): (408) 792-5400 FAX (A/C, No): (408) 792-3670 E-MAIL ADDRESS: pam.miller@nfp.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A: Nonprofits Ins Alliance of Ca — 11845a
INSURED	INSURER B: Cypress Ins Co (CA) — 10855
Kidango, Inc. 44000 Old Warm Springs Blvd. Fremont CA 94538-6145	INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 13/14*GL/AU/PL/WC 14/15 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	X		2013-11445-NPO	10/1/2013	10/1/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 20,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			2013-11445-NPO	10/1/2013	10/1/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		3310020875-141	7/1/2014	7/1/2015	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Social Srvc Professional			2013-11445-NPO	10/1/2013	10/1/2014	Per Occurrence / Agg	1MM / 3MM

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: Contract Agreement - The County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives are named as additional insured per General Liability form CG2026 attached. Form CIR attached. Revised cert dated 6/3/14

CERTIFICATE HOLDER

mmmayber@acgov.org

Alameda County Social Services Agency
Attn: Contracts Office
2000 San Pablo Ave., 4th floor
Oakland, CA 94612

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mary Ann Sun/MARSUN

COMMENTS/REMARKS

CONTRACTUAL INSURANCE REQUIREMENTS

The attached Certificate of Insurance is provided as part of our service to our client, the Insured. If special endorsements have been provided, they also are indicated attached. You may find that these documents do not comply with all the terms and conditions of the underlying contract between the Certificate Holder and the Insured due to the insurance company's insuring conditions, limitations, exclusions and other terms. If you have any questions, please contact the undersigned.

THOITS INSURANCE SERVICE, INC.
CA LICENSE #0243213
160 WEST SANTA CLARA STREET, 12TH FLOOR
SAN JOSE, CA 95113
TELEPHONE: (408) 792-5400
FAX: (408) 792-3695

POLICY NUMBER: 2013-11445-NPO

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
The County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives Re: Per contract agreement
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

A. In the performance of your ongoing operations; or

B. In connection with your premises owned by or rented to you.

EXHIBIT D

AUDIT REQUIREMENTS

The County contracts with various organizations to carry out programs mandated by the Federal and State governments or sponsored by the Board of Supervisors. Under the Single Audit Act Amendments of 1996 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.

The County discharges this responsibility by reviewing audit reports submitted by contractors and through other monitoring procedures.

I. AUDIT REQUIREMENTS

A. Funds from Federal Sources:

1. Nonfederal entities which are determined to be subrecipients by the supervising department according to§__.210 of OMB Circular No. A-133 and which expend annual Federal awards in the amount specified in §__.200 (b) of OMB Circular No. A-133 are required to have a single audit in accordance with §__.500 of OMB Circular No. A-133.

2. When a nonfederal entity expends annual Federal awards in the amount specified in §__.200 (a) of OMB Circular No. A-133 under only one Federal program (excluding R&D) and the Federal program's laws, regulations, or grant agreements do not require a financial statement audit, the nonfederal entity may elect to have a program-specific audit conducted in accordance with §__.235 of OMB Circular No. A-133.

3. Nonfederal entities which expend annual Federal awards in the amount specified in §__.200 (d) of OMB Circular No. A-133 are exempt from the single audit requirement except that the County may require a limited-scope audit in accordance with §__.230 (b) (2) of OMB Circular No. A-133.

B. Funds from All Sources:

Nonfederal 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 Government Auditing Standards covering all County programs.

2. Less than $100,000 are exempt from these audit requirements except as otherwise noted in the contract.

Nonfederal entities that are required to have or choose to do a single audit in accordance with OMB Circular No. A-133 are not required to have a financial audit in the same year. However, nonfederal 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 Government Auditing Standards issued by the Comptroller General of the United State (GAGAS), which are applicable to financial audits.

2. All audits must be conducted annually, except where specifically allowed otherwise by laws, regulations or County policy.

3. Audit reports must identify each County program covered in the audit by contract number, contract amount and contract period. 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 hereinbefore.

II. AUDIT REPORTS

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

III. AUDIT RESOLUTION

Within 30 days of issuance of the audit report, the entity must submit to its County supervising department a corrective action plan to address the findings contained in the audit report. Questioned costs and disallowed costs must be resolved according to procedures established by the County in the Contract Administration Manual. The County supervising department will follow up on the implementation of the corrective action plan as it pertains to County programs.

IV. ADDITIONAL AUDIT WORK

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

EXHIBIT E

(INTENTIONALLY OMITTED)

EXHIBIT F

COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION

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

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

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

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

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

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

CONTRACTOR: HIDANGO

PRINCIPAL: PAUL B MILLER TITLE: Executive Director

SIGNATURE: Paul B Miller DATE: 7/8/14

USER NAME PASSWORD

LOG IN

Forgot Username? Forgot Password?

Create an Account

SAM.gov will be down for a maintenance window this Saturday night, 7/12/2014, from 8:00 PM to 11:00 PM (EDT)

SAM.gov will be down for a maintenance window this Sunday night, 7/13/2014, from 9:00 PM to midnight, 12:00 AM (EDT)

Entity Dashboard

KIDANGO, INC.
DUNS: 051288132 CAGE Code: 5ZQK7
Status: Active

44000 OLD WARM SPRINGS BLVD
FREMONT, CA, 94538-0000 ,
UNITED STATES

- Entity Overview
- Entity Record
  - Core Data
  - Assertions
  - Reps & Certs
  - POCs
- Reports
  - Service Contract Report
  - BioPreferred Report
- Exclusions
  - Active Exclusions
  - Inactive Exclusions

RETURN TO SEARCH

Entity Overview

Entity Information

Name: KIDANGO, INC.
Business Type: Business or Organization
POC Name: Paul Miller
Registration Status: Active
Activation Date: 05/22/2014
Expiration Date: 05/22/2015

Exclusions

Active Exclusion Records? No

View assistance for SAM.gov

SAM.gov will be down for a maintenance window this Saturday night, 7/12/2014, from 8:00 PM to 11:00 PM (EDT)

SAM.gov will be down for a maintenance window this Sunday night, 7/13/2014, from 9:00 PM to midnight, 12:00 AM (EDT)

Search Results

Current Search Terms: Paul* miller*

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

No records found for current search.

Glossary

Search Results

Entity

Exclusion

Search Filters

By Record Status

By Functional Area - Entity Management

By Functional Area - Performance Information

COB

ALAMEDA COUNTY BOARD OF SUPERVISORS
MINUTE ORDER

The following action was taken by the Alameda County Board of Supervisors on 07/29/2014

Approved as Recommended ◉ **Other** ○

Unanimous ☐ **Chan:** [X] **Haggerty:** [ ] **Miley:** [ ] **Valle:** [ ] **Carson:** [ ] - [4]
Vote Key: N=No; A=Abstain; X=Excused

Documents accompanying this matter:

Contract: C-2014-95
Resolution: R-2014-245

Documents to be signed by Agency/Purchasing Agent:

File No. 29409
Item No. 4

Copies sent to:
J. Villaflor, K. Chen, R. Ramil & Auditor

Special Notes:
Alternative Payment Contract No. CAPP-4000, General Fund, Project No. 01-2401-00-4

I certify that the foregoing is a correct copy of a Minute Order adopted by the Board of Supervisors, Alameda County, State of California.

ATTEST:
Clerk of the Board
Board of Supervisors

By: Deputy

AGENDA_____July 29, 2014

Alameda County
Social Services Agency

Lori A. Cox
Agency Director

Thomas L. Berkley Square
2000 San Pablo Avenue, Fourth Floor
Oakland, California 94612
510-271-9100 / Fax: 510-271-9108
ssadirector@acgov.org
http://alamedasocialservices.org

June 19, 2014

Honorable Board of Supervisors
Administration Building
Oakland, CA 94612

Dear Board Members:

SUBJECT: Request for approval of Alternative Payment Child and Development Contracts for FY 2014-2015.

RECOMMENDATIONS:

A. Approve and authorize the President of the Board to sign Alternative Payment Contract Number CAPP-4000, General Fund, Project No. 01-2401-00-4, with the California Department of Education in the amount of $730,334 for Child Care and Development Services effective July 1, 2014 through June 30, 2015;

B. Approve four (4) service agreements to current CBO Master Contractors at FY 2014-2015 award levels funded through the Contract Number CAPP-4000, totaling $673,777 for specific Resource and Referral and Alternate Payment Provider Child Care contractors as detailed in Attachment A, and delegate authority to the Social Services Agency (SSA) Director, or designee, to sign and execute the contracts under the master contracting process;

C. Approve FY 2014-2015 funding distributions for six (6) service agreements totaling $139,592 to CBO Master Contractors - Maintenance of Effort (MOE) Child Care providers as detailed in Attachment A and delegate authority to the SSA Director, or designee, to sign and execute the contracts under the master contracting process; and,

D. Approve and authorize the President of the Board to sign additional Agreement Attachments: 1) Contractor Certification Clauses; 2) Resolution entering into a transaction with the California Department of Education to provide child care and development services; and 3) Federal Certifications for Lobbying, Debarment, Suspension, Other Responsibility Matters and Drug Free Workplace Requirements.

SUMMARY/DISCUSSION:

This letter requests action by your Board to approve FY 2014-2015 contract award distributions among contractors for the Alternative Payment Child Care and Development contracts. These funds were awarded to child care providers and designated Resource and Referral (R&R) contractors and Alternate Payment (AP) Providers to support child care services to children who are at risk of abuse or neglect, and to children whose families are receiving CalWORKs funds and are working or in job training programs.

In order to leverage CAPP-4000 funding from the State, Alameda County provides matching funds in the amount of $139,592, which support additional MOE provider childcare services.

The total amount of funds available for FY 2014-2015 Alternative Payment Maximum Child Care and Development Programs is $730,334, of which $673,777 is allotted to contracted services and $56,557 is allotted to program administration.

SELECTION/CRITERIA PROCESS:

On July 30, 2013, (File No. 28951, Item No. 8), all of the contractors listed on Attachment A were previously approved by your Board. All were recommended according to the County's contracting policy. The contracts were determined according to the contractors' specialized skills, services and geographical locations. All contractors are located in the County of Alameda. All of the providers listed on Attachment A are non-profit community based organizations that are exempt from the County's SLEB policy.

FINANCING:

The FY 2014-2015 final budget includes funds for this request. There are no new net County costs.

Sincerely,

Lori A. Cox
Agency Director

V Drive:/Boardletters/2014/07.29.14. CAPP4000

ATTACHMENT A

DISTRIBUTION OF CALIFORNIA DEPARTMENT OF EDUCATION
CHILD CARE AND DEVELOPMENT CONTRACT

CAPP-4000

ALTERNATIVE PAYMENT FUNDS FOR FISCAL YEAR 2014/2015
MAINTENANCE OF EFFORT (MOE) FOR FISCAL YEAR 2014/2015

Agency	Master #	Procurement#	*Service*	Contract Amount	*Location*	*Principal*
Resource & Referral (R&R) Contractors						
Community Child Care Council (4C's) of Alameda County	900164	10485	R&R Provider	$116,837	Hayward	Renee Herzfeld
Bananas, Inc.	900153	10483	R&R Provider	$391,419	Oakland	Richard Winefield
Child Care Links	900158	10481	R&R Provider	$116,837	Pleasanton	Carol Thompson
Alternative Payment (AP) Providers						
Davis Street Community Center	900086	10489	AP Provider	$48,684	San Leandro	Rose Johnson
Total Funding Awards				**$673,777**		
Administrative Cost allowed to SSA				$56,557		
TOTAL CAPP 4000				**$730,334**		
Maintenance of Effort (MOE) Providers						
Ephesians Children's Center	900654	10488	Child Care	$12,977	Berkeley	Newt McDonald
The Salvation Army (Booth Memorial Center)	900701	10496	Child Care	$14,425	Oakland	Ron Strickland
Saint Vincent's Day Home, Inc.	900657	10495	Child Care	$34,220	Oakland	Corinne Mohrmann
Supporting Future Growth Child Development Center	900658	10494	Child Care	$12,802	Oakland	Deborah McFadden
Kidango, Inc.	900186	10493	Child Care	$50,653	Fremont	Paul Miller
24 Hour Oakland Parent Teacher Children Center	900653	10502	Child Care	$14,515	Oakland	Nina Tanner-Smith
MOE Child Care Providers				**$139,592**		
TOTAL				**$869,926**		

Form 110-8 Rev 10/16/13

COMMUNITY BASED ORGANIZATION
MASTER CONTRACT EXHIBIT A & B COVERSHEET

Dept Name: **SSA/Department of Children & Family Services** Vendor ID #: **30861** Board PO #: _____

Bus Unit: **SOCSA** Master Contract #: **900654** Procurement Contract #: **10488** Budget Year: **2015**

Acct #	Fund #	Dept #	Program #	Subclass #	Project / Grant #	Amount to be Encumbered	Total Contract Amount
640001	10000	320100	36001			$12,977	$12,977

Justification if partial encumbrance or liquidation requested: _____

Federal Funds Waiver #: **NA** Contract Maximum: **$12,977**

Procurement Contract Begin Date: **July 1, 2014** Expire Date: **June 30, 2015** Period of Funding From: **July 1, 2014** To: **June 30, 2015**

Department Contact: **Ramil C. Rivera** Telephone #: **510-271-9165** QIC Code: **20203**

Contractor Name: **Ephesian Children's Center**

Project Name: **Child Care Services**

Contractor Address: **1907 Harmon Street, Berkeley, CA. 94703**

Remittance Address: **P.O. Box 3215, Berkeley, CA. 94703** ALCOLINK Vendor Address #: **2**

BOS Dist. #: **5**

Contractor Telephone #: **510-347-4620 x100** Fax #: **510-483-4486** E-mail (Signatory): ephesianchcntr@aol.com

Contractor Contact Person: **Newt McDonald** E-mail (Contact): ephesianchcntr@aol.com

Contract Service Category: **Maintenance of Effort (MOE) – Child Care Services**

Estimated Units of Service: **As defined in Exhibit A & B**

Method of Reimbursement (Invoicing Procedures): **Monthly Invoice with Service Report**

History of Funding:	Original	Amendment #1	Amendment #2	Amendment #3	Amendment #4
Funding Level	$12,977				
Amount of Encumbrance	$12,977				
File Date	7/29/14				
File / Item #	29409 / No. 4				
Reason	Board Action	Board Action			

Funding Source Allocation:

Federal - CFDA #: NA	State	County
		$12,977

The signatures below signify that the attached Exhibits A and B have been received, negotiated and finalized. The Contractor also signifies agreement with all provisions of the Master Contract.

DEPARTMENT

By _____
Signature

Lori A. Cox
Print or Type Name

Title **Agency Director** Date 09/03/14

CONTRACTOR

By _____
Signature

Newt McDonald
Print or Type Name

Title **Executive Director** Date 7-03-14

By _____

Print or Type Name

Title _____ Date _____

RECEIVED
SEP 04 2014
CLERK & BOARD OF SUPERVISORS

EXHIBIT A

PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS

Contracting Department	Department of Children and Family Services (DCFS)
Contractor Name	Ephesian Children's Center
Contract Period	July 1, 2014 – June 30, 2015
Type of Services	Child Care Services
Contract Number (PO #)	

I. PROGRAM NAME

Child Care Services – Maintenance of Effort (MOE) Provider

II. CONTRACTED SERVICES AND PROGRAM GOAL

Contractor shall provide: Quality childcare to low-to-moderate-income families through preschool and school age programs for children 3-12 years old (child is no longer eligible on his/her 13th birthday) who meet Title 5 need and eligibility requirements.

III. PROGRAM INFORMATION AND REQUIREMENTS

A. Program Requirements

First priority for services through this program is given to children who are receiving child protective services through local County Social Service Department or identified by a legal, medical, social service agency, or emergency shelter as abused, neglected, or exploited, or at risk of abuse, neglect, or exploitation.

Second priority is given to lowest income families with the greatest need.

Services allow parents an opportunity to secure employment and/or secure career goals while attending school or training programs. CalWORKs families are inclusive.

B. Target Population

Contractor shall provide services to the following populations: To low-to-moderate-income families through preschool and school age programs for children 3-12 years old (child is no longer eligible on his/her 13th birthday)

C. Hours/Days of Operation

- Business hours, Monday through Friday from 9:00 AM to 5:00 PM.

D. Service Area and Service Delivery Site

- 1907 Harmon Street, Berkeley, CA. 94703

- Services will be provided to eligible families residing within the service area of the AP program provider.

E. Service Criteria

- Families must be referred by Child Protective Services (CPS), qualified legal, medical, and Social Services Agency or emergency shelter staff.

- Second priority will be given to low-income families with the greatest need.

F. Staffing and Certification/Licensure

MOE provider staff shall match family needs with available licensed childcare spaces from a regularly updated list of licensed centers and homes within the community.

G. Minimum Staffing Qualifications

Contractor shall have and maintain current job descriptions on file with the Department for all personnel whose salaries, wages, and benefits are reimbursable in whole or in part under this agreement. Job descriptions shall specify the minimum qualifications for services to be performed and shall meet the requirements of the Department. Contractor shall submit revised job descriptions meeting the approval of the Department prior to implementing any changes or employing persons who do not meet the minimum qualifications on file with the Department.

IV. CDD EVALUATION AND PERFORMANCE REQUIREMENTS

Contractor will comply with CDE/CDD defined terms and conditions for the AP program including family certifications, parent counseling on child care choices, administering provider contracts and payments, ensuring provider eligibility for payment, and ensuring confidentiality of family and provider files.

V. SSA EVALUATION AND MONITORING REQUIREMENTS

The Social Services Agency (SSA) DCFS staff, SSA Contracts Office Liaison and/or a member of the SSA Program Evaluation and Research Unit (PERU) may at any time, upon one week's notice, monitor and conduct an evaluation of operations, which may include site visits and reviews of Contractor's financial records and other records and materials to determine progress in the achievement of program goals and objectives and service criteria and requirements as specified within this agreement. A final report will be prepared by the Contracts Office Liaison to provide feedback on areas of compliance and/or non-compliance. Contractor shall submit a written corrective action plan to the Contracts Office Liaison in response to all findings of non-compliance. A follow-up monitor visit will be conducted to insure that all corrective action measures have been completed and contractor is in compliance with contract requirements. Should subcontractors be utilized, Contractor will be responsible for monitoring all subcontractors under this agreement.

VI. ENTIRETY OF AGREEMENT

Contractor shall abide by all provisions of the Community Based Organization Master Contract General Terms and Conditions, all Exhibits, and all Attachments that are associated with and included in this contract.

VII. CONTRACTOR RESPONSIBILITIES – CLIENT GRIEVANCE POLICY

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

VIII. LANGUAGE ACCESS REQUIREMENT FOR CONTRACTORS

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

ATTACHMENT A

CLIENT GRIEVANCE POLICY

WHAT TO DO IF YOU HAVE A GRIEVANCE

If you have a complaint about the performance of **(INSERT NAME OF CONTRACTOR)** staff, and/or you feel you have been treated unfairly, the following are the steps you should take to have your complaint heard:

1. Talk privately to the person with whom you have the problem. We encourage you to try first to work out the problem in an open and informal way.

2. If you do not feel comfortable talking with the person with whom you have the problem, or you do talk with them and are not satisfied with the outcome, you may make an appointment to speak with or submit a written complaint (which may be in your own language) to **(INSERT NAME OF CONTRACTOR)** Executive Director or designee. If you have good cause to use another medium to communicate your complaint, such as a tape recording, you may do so. The Executive Director or designee shall meet with you or provide you with a written response to your written complaint within ten (10) working days of the meeting or receipt of your written complaint.

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

Alameda County Social Services Agency
Administrative Offices
2000 San Pablo Avenue
Oakland, CA 94612
Attn: Lori A. Cox
Social Services Agency Director
(510) 271-9100

I certify that the information in this document was explained to my satisfaction in my own language and a copy of this form was given to me.

_____
Client's Name (printed)

_____ _____
Client's Signature Date

ANEXO A

POLITICA PARA QUEJAS DE CLIENTES

QUE HACER SI USTED TIENE UNA QUEJA

Si usted tiene una queja acerca del rendimiento de **(INSERT NAME OF CONTRACTOR)** personal, y/o usted siente que se le ha tratado injustamente, los siguientes son los pasos que tendrá que seguir para que su queja sea escuchada:

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

2. Si usted no se siente cómodo hablando con la persona con quien usted tiene el problema, o habla con esa persona y no esta satisfecho/a con los resultados, usted puede hacer una cita para hablar con, o someter una queja por escrito (cual puede ser en su propio idioma) al **(INSERT NAME OF CONTRACTOR)** Director Ejecutivo o su representante. Si tiene una buena razón para utilizar otro medio de comunicar su queja, así como una cinta de grabación, lo podrá hacer. El Director Executivo o su representante se reunirá con usted o le proveerá una respuesta por escrito a su queja durante diez (10) días hábiles de su cita o de haber recibido su queja por escrito.

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

Agencia de Servicios Sociales del Condado de Alameda
Oficinas Administrativas
2000 Avenida San Pablo
Oakland, CA 94612
Atención: Lori A. Cox
Directora de la Agencia de Servicios Sociales
(510) 271-9100

Certifico que la información en este documento fue explicada para mi entera satisfacción y en mi propio idioma y que una copia de este formulario me fue dada.

_____
Nombre del Cliente (favor de imprimir)

_____ _____
Firma del Cliente Fecha

ATTACHMENT B
(Revised: 07/01/12)

LANGUAGE ACCESS REQUIREMENTS FOR CONTRACTORS

I. The Alameda County Social Services Agency (SSA) has developed and adopted a Master Plan on Language Access to ensure its limited-English proficient (LEP) clients are provided with language accessible services and communications. Under the plan's provisions, community-based organizations (CBOs)/contractors whose services are contracted by the SSA:

A. Shall clearly disclose language access capabilities in relationship to the population served.
B. Shall have a plan in place—available for review upon request by County staff—for referring clients whose language needs the contractor can't accommodate.
C. Shall permit County staff to conduct ongoing monitoring of contracted services for compliance with provisions of the County's Language Access Plan.
D. Shall provide the County with a list and copies of all printed contract-related marketing/promotional/education-related materials (including languages materials are printed in).

II. The SSA shall aid contracted CBOs in expanding language interpretation services through:

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

EXHIBIT B

TERMS OF PAYMENT

Contracting Department	Department of Children and Family Services (DCFS)
Contractor Name	Ephesian Children's Center
Contract Period	July 1, 2014 – June 30, 2015
Type of Services	Child Care Services
Contract Number (PO #)	
Contract Amt/Max	$12,977.00

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 – See Exhibit B-1

B. Agency Composite Budget – See Exhibit B-2

II. TERMS AND CONDITIONS OF PAYMENT

A. Contract Amount/Maximum

- Ephesian's shall submit invoices not to exceed the contract maximum of **$12,977.00.**
- **The term of this agreement is July 1, 2014 through June 31, 2015.**

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 Contract Liaison prior to billing the County.

No supplemental billing will be accepted without Contractor's prior notification and approval by SSA Contract Liaison 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 (via e-mail) request to the SSA Contract Liaison for any contract budget adjustment with justification for requested expenditure revisions inclusive of specific impacts to current services being delivered. If impacts to contracted services levels are significant the SSA Contract Liaison will consult and obtain approval from the relevant Program department.

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 AND REPORTING PROCEDURES

A. The Alameda County Social Services Agency (SSA) will reimburse AP Contractor for services provided under the terms of this contract (as described in Exhibit A).

Eighty five per cent (85%) of the allocated amount shall be for direct services and no more than fifteen percent (15%) may be used for administrative cost. The total amount available under this contract is **$12,977.00**.

MOE Contractor shall submit monthly invoices for services rendered under the terms of this contract to the SSA Department Contract Liaison at the following address:

Alameda County Social Services Agency- Contracts Office
2000 San Pablo Ave., 4th Floor
Oakland, CA 94612
Attn: Ramil Rivera/Program Financial Specialist

All invoices shall include the number of children provided services plus ID information, as well as the total amount claimed for each category of service (direct services & administrative cost).

MOE Contractor shall also submit to SSA, with monthly invoice due by the 10th of the month following the service month, a copy of State report EDD801A/CDD 801A. Invoices shall not exceed the contract maximum amount of **$12,977.00**.

B. As required by California Department of Education (CDE), Contractor will mail an Annual Financial Audit Report, which **must include an Audited Fiscal Report (AUD form) by November 3, 2014** to:

California Department of Education
Audits and Investigations Division
1430 N Street, Suite5319
Sacramento, CA. 95814
Attention: Audit Reports Review Section

Refer to the CDE Audit Guidelines at: http://www.cde.ca.gov/fg/au/pm/

C. Contractor will email the completed Audit Report to the contract liaison **by November 3, 2014** to confirm the Annual Financial Audit Report was sent.

D. The term of this agreement is July 1, 2014 through June 30, 2015.

IV. RECORDS TO BE MAINTAINED BY THE CONTRACTOR

Individual client records and financial and statistical documents that substantiate the reimbursement service component described in this contract shall be maintained for audit purposes. Personnel records will be maintained for staff members providing services through this program. Staff members will maintain appropriate time sheets.

All individual client records shall be retained in client case folders. The Contractor will maintain records that enable the County to audit and/or evaluate the program. The Contractor may provide some of the information in aggregate or coded form or blocked if necessary to protect client privilege or related ethical responsibilities.

V. FUNDING AND REPORTING REQUIREMENTS

Funding under this contract shall not duplicate funding from other sources. Should other funding duplicate funding under this contract, the invoices to Alameda County will be reduced accordingly by the amount of duplicate funding.

Continued funding of this contract is contingent upon appropriation and availability of sufficient funds as well as satisfactory performance.

This Contract will automatically renew at the beginning of each new County Fiscal Year (July 1 through June 30), unless the Alameda County Board of Supervisors takes termination action or either of the parties notifies the other of desire to terminate.

MOE Contractor shall receive notice of annual funding upon the County's notification of renewal of California Alternative Payment Program (CAPP) funding.

Funding beyond June 30, 2015 is not guaranteed.

VI. TERMINATION PROVISIONS

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

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

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.

Termination By Mutual Agreement -- County and Contractor may otherwise agree in writing to terminate this Agreement in a manner consistent with mutually agreed upon specific terms and conditions.

EXHIBIT B-1

FUNDED PROGRAM BUDGET

Provide a brief list of the specific expenditures that make up the total grant request, such as staff time, equipment or materials costs, consultant fees, and other relevant expenses. Attach a written explanation of each cost.

Budget Categories	Grant Request
Personnel Salaries	**$12,977.00**
Taxes & Benefits	**0**
Consultant Fees	**0**
Mileage Travel	**0**
Air Travel	**0**
Rental Fees	**0**
Training Fees or Materials	**0**
Letters/Postage	**0**
Supplies/Copies/ Faxes	**0**
Equipment Purchases	**0**
Equipment Rental	**0**
Space Rental	**0**
Advertising	**0**
Phone or Internet Charges	**0**
Other –Child Care/Development Services/Administrative Costs	**0**
Other Description	• The recommended contract will support the delivery of child care and development services.
Total	**$12,977.00**

EXHIBIT B-2

AGENCY COMPOSITE BUDGET

2014-2015	Annual Total
Income	
SDE CSPP	100,262
SDE CTTR	61,272
City of Berkeley	106,116
Maintenance of Effort (Alameda County)	**12,977**
Food Program	18,400
Parent Fees	150
Fund Raising and Other Income	2,000
Total Income	301,177
Expenses	
Advertising	-
Bank Charges	-
Health Benefits	
Kaiser Insurance	34,560
Kaiser Senior Joyce	1,248
Kaiser Senior Newt	1,200
Dental Insurance	8,040
Medicare	1,200
Newt long term care	6,473
Insurance	
Workers Comp Insurance	8,544
General liability	3,177
Flex	1,328
Student accident policy	400
Food	14,000
Supplies	
Maintenance Supplies	900
Office Supplies	2,056
Instructional supplies	2,600
Payroll Expenses	
Salaries	164,669
Director Contract	
Payroll taxes	11,126
Payroll fees	1,400
Professional Fees	-
Accounting	13,500
Audit	8,000
Conferences	2,100
Rent	-
Janitorial	4,800
Security	864
Telephone	2,950
Building Maintenance	4,000
Travel	-
Utilities (Garbage)	2,039
Vehicle	-
Total Expenses	301,174
	3

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:

		MINIMUM LIMITS
A	**Commercial General Liability** Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	**Commercial or Business Automobile Liability** All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	**Workers' Compensation (WC) and Employers Liability (EL)** Required for all contractors with employees	WC: Statutory Limits EL: $100,000 per accident for bodily injury or disease
D	**Professional Liability/Errors & Omissions** Includes endorsements of contractual liability	$1,000,000 per occurrence $2,000,000 project aggregate
E	**Endorsements and Conditions:**	

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:
   - Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party), or at minimum named as an "Additional Insured" on the other's policies.
   - Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured.
7. **CANCELLATION OF INSURANCE:** All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation.
8. **CERTIFICATE OF INSURANCE:** Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The require certificate(s) and endorsements must be sent to:

   - Contracts Office / 2000 San Pablo Ave. 4th floor, Oakland, CA 94612

EPHECHI-01 NOURT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/2/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
McDermott-Costa Co., Inc. 276 Dolores Ave San Leandro, CA 94577	PHONE (A/C, No, Ext): (510) 351-7460	FAX (A/C, No): (510) 357-3230
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Insurance Co.	
INSURER B : ProCentury Insurance Company	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Ephesian Children Center
P. O. Box 3215
Berkeley, CA 94703

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X PROF LIAB -Included GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:	X		PHPK1083950	10/19/2013	10/19/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			PHPK1083950	10/19/2013	10/19/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WCMPRO5102560	03/20/2014	03/20/2015	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives are named as additional insured per written contract.
*30 day notice of cancellation

CERTIFICATE HOLDER

Alameda County Social Services Agency
Contracts Office
2000 San Pablo Avenue, 4th Floor
Oakland, CA 94612

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
County of Alameda, Its Board of Supervisors, The Individual Members, Thereof and all the County Officers, Agents, Employees, and Representatives.	**All insured premises and operations** **2000 San Pablo, Ave Oakland, CA 94612**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

EXHIBIT D

AUDIT REQUIREMENTS

The County contracts with various organizations to carry out programs mandated by the Federal and State governments or sponsored by the Board of Supervisors. Under the Single Audit Act Amendments of 1996 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.

The County discharges this responsibility by reviewing audit reports submitted by contractors and through other monitoring procedures.

I. AUDIT REQUIREMENTS

A. Funds from Federal Sources:

1. Nonfederal entities which are determined to be subrecipients by the supervising department according to§__.210 of OMB Circular No. A-133 and which expend annual Federal awards in the amount specified in §__.200 (b) of OMB Circular No. A-133 are required to have a single audit in accordance with §__.500 of OMB Circular No. A-133.

2. When a nonfederal entity expends annual Federal awards in the amount specified in §__.200 (a) of OMB Circular No. A-133 under only one Federal program (excluding R&D) and the Federal program's laws, regulations, or grant agreements do not require a financial statement audit, the nonfederal entity may elect to have a program-specific audit conducted in accordance with §__.235 of OMB Circular No. A-133.

3. Nonfederal entities which expend annual Federal awards in the amount specified in §__.200 (d) of OMB Circular No. A-133 are exempt from the single audit requirement except that the County may require a limited-scope audit in accordance with §__.230 (b) (2) of OMB Circular No. A-133.

B. Funds from All Sources:

Nonfederal 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 Government Auditing Standards covering all County programs.

2. Less than $100,000 are exempt from these audit requirements except as otherwise noted in the contract.

Nonfederal entities that are required to have or choose to do a single audit in accordance with OMB Circular No. A-133 are not required to have a financial audit in the same year. However, nonfederal 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 Government Auditing Standards issued by the Comptroller General of the United State (GAGAS), which are applicable to financial audits.

2. All audits must be conducted annually, except where specifically allowed otherwise by laws, regulations or County policy.

3. Audit reports must identify each County program covered in the audit by contract number, contract amount and contract period. 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 hereinbefore.

II. AUDIT REPORTS

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

III. AUDIT RESOLUTION

Within 30 days of issuance of the audit report, the entity must submit to its County supervising department a corrective action plan to address the findings contained in the audit report. Questioned costs and disallowed costs must be resolved according to procedures established by the County in the Contract Administration Manual. The County supervising department will follow up on the implementation of the corrective action plan as it pertains to County programs.

IV. ADDITIONAL AUDIT WORK

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

EXHIBIT E

(INTENTIONALLY OMITTED)

EXHIBIT F

COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION

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

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

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

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

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

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

CONTRACTOR: Ephesian Children's Center

PRINCIPAL: Newt McDonald TITLE: Executive Director

SIGNATURE: Newt McDonald DATE: 7.03.14

View assistance for SAM.gov

Search Results

Current Search Terms: ephesian* Children's center*

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

No records found for current search.

Glossary

Search Results

Entity

Exclusion

Search Filters

By Record Status

By Functional Area - Entity Management

By Functional Area - Performance Information

View assistance for SAM.gov

Search Results

Current Search Terms: Newt* mcdonald*

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

No records found for current search.

Glossary

Search Results

Entity

Exclusion

Search Filters

By Record Status

By Functional Area - Entity Management

By Functional Area - Performance Information

C08

ALAMEDA COUNTY BOARD OF SUPERVISORS
MINUTE ORDER

The following action was taken by the Alameda County Board of Supervisors on 07/29/2014

Approved as Recommended (•) **Other** ( )

Unanimous [ ] **Chan:** [X] **Haggerty:** [ ] **Miley:** [ ] **Valle:** [ ] **Carson:** [ ] - [4]
Vote Key: N=No; A=Abstain; X=Excused

Documents accompanying this matter:

Contract: C-2014-95
Resolution: R-2014-245

Documents to be signed by Agency/Purchasing Agent:

File No. 29409
Item No. 4

Copies sent to:
J. Villaflor, K. Chen, R. Ramil & Auditor

Special Notes:
Alternative Payment Contract No. CAPP-4000, General Fund, Project No. 01-2401-00-4

I certify that the foregoing is a correct copy of a Minute Order adopted by the Board of Supervisors, Alameda County, State of California.

ATTEST:
Clerk of the Board
Board of Supervisors

By: Ramilra Ramil
Deputy

AGENDA_____July 29, 2014

Alameda County
Social Services
Agency

Lori A. Cox
Agency Director

Thomas L. Berkley Square
2000 San Pablo Avenue, Fourth Floor
Oakland, California 94612
510-271-9100 / Fax: 510-271-9108
ssadirector@acgov.org
http://alamedasocialservices.org

June 19, 2014

Honorable Board of Supervisors
Administration Building
Oakland, CA 94612

Dear Board Members:

SUBJECT: Request for approval of Alternative Payment Child and Development Contracts for FY 2014-2015.

RECOMMENDATIONS:

A. Approve and authorize the President of the Board to sign Alternative Payment Contract Number CAPP-4000, General Fund, Project No. 01-2401-00-4, with the California Department of Education in the amount of $730,334 for Child Care and Development Services effective July 1, 2014 through June 30, 2015;

B. Approve four (4) service agreements to current CBO Master Contractors at FY 2014-2015 award levels funded through the Contract Number CAPP-4000, totaling $673,777 for specific Resource and Referral and Alternate Payment Provider Child Care contractors as detailed in Attachment A, and delegate authority to the Social Services Agency (SSA) Director, or designee, to sign and execute the contracts under the master contracting process;

C. Approve FY 2014-2015 funding distributions for six (6) service agreements totaling $139,592 to CBO Master Contractors - Maintenance of Effort (MOE) Child Care providers as detailed in Attachment A and delegate authority to the SSA Director, or designee, to sign and execute the contracts under the master contracting process; and,

D. Approve and authorize the President of the Board to sign additional Agreement Attachments: 1) Contractor Certification Clauses; 2) Resolution entering into a transaction with the California Department of Education to provide child care and development services; and 3) Federal Certifications for Lobbying, Debarment, Suspension, Other Responsibility Matters and Drug Free Workplace Requirements.

SUMMARY/DISCUSSION:

This letter requests action by your Board to approve FY 2014-2015 contract award distributions among contractors for the Alternative Payment Child Care and Development contracts. These funds were awarded to child care providers and designated Resource and Referral (R&R) contractors and Alternate Payment (AP) Providers to support child care services to children who are at risk of abuse or neglect, and to children whose families are receiving CalWORKs funds and are working or in job training programs.

In order to leverage CAPP-4000 funding from the State, Alameda County provides matching funds in the amount of $139,592, which support additional MOE provider childcare services.

The total amount of funds available for FY 2014-2015 Alternative Payment Maximum Child Care and Development Programs is $730,334, of which $673,777 is allotted to contracted services and $56,557 is allotted to program administration.

SELECTION/CRITERIA PROCESS:

On July 30, 2013, (File No. 28951, Item No. 8), all of the contractors listed on Attachment A were previously approved by your Board. All were recommended according to the County's contracting policy. The contracts were determined according to the contractors' specialized skills, services and geographical locations. All contractors are located in the County of Alameda. All of the providers listed on Attachment A are non-profit community based organizations that are exempt from the County's SLEB policy.

FINANCING:

The FY 2014-2015 final budget includes funds for this request. There are no new net County costs.

Sincerely,

Lori A. Cox
Agency Director

V Drive:/Boardletters/2014/07.29.14. CAPP4000

ATTACHMENT A

DISTRIBUTION OF CALIFORNIA DEPARTMENT OF EDUCATION
CHILD CARE AND DEVELOPMENT CONTRACT

CAPP-4000

ALTERNATIVE PAYMENT FUNDS FOR FISCAL YEAR 2014/2015
MAINTENANCE OF EFFORT (MOE) FOR FISCAL YEAR 2014/2015

Agency	Master #	Procurement#	*Service*	Contract Amount	*Location*	*Principal*
Resource & Referral (R&R) Contractors						
Community Child Care Council (4C's) of Alameda County	900164	10485	R&R Provider	$116,837	Hayward	Renee Herzfeld
Bananas, Inc.	900153	10483	R&R Provider	$391,419	Oakland	Richard Winefield
Child Care Links	900158	10481	R&R Provider	$116,837	Pleasanton	Carol Thompson
Alternative Payment (AP) Providers						
Davis Street Community Center	900086	10489	AP Provider	$48,684	San Leandro	Rose Johnson
Total Funding Awards				**$673,777**		
Administrative Cost allowed to SSA				$56,557		
TOTAL CAPP 4000				**$730,334**		
Maintenance of Effort (MOE) Providers						
Ephesians Children's Center	900654	10488	Child Care	$12,977	Berkeley	Newt McDonald
The Salvation Army (Booth Memorial Center)	900701	10496	Child Care	$14,425	Oakland	Ron Strickland
Saint Vincent's Day Home, Inc.	900657	10495	Child Care	$34,220	Oakland	Corinne Mohrmann
Supporting Future Growth Child Development Center	900658	10494	Child Care	$12,802	Oakland	Deborah McFadden
Kidango, Inc.	900186	10493	Child Care	$50,653	Fremont	Paul Miller
24 Hour Oakland Parent Teacher Children Center	900653	10502	Child Care	$14,515	Oakland	Nina Tanner-Smith
MOE Child Care Providers				**$139,592**		
TOTAL				**$869,926**		

6

Form 110-8 Rev 10/16/13

COMMUNITY BASED ORGANIZATION
MASTER CONTRACT EXHIBIT A & B COVERSHEET

Dept Name: **SSA/Department of Children & Family Services** Vendor ID #: **14645** Board PO #: _____

Bus Unit: **SOCSA** Master Contract #: **900164** Procurement Contract #: **10485** Budget Year: **2015**

Acct #	Fund #	Dept #	Program #	Subclass #	Project / Grant #	Amount to be Encumbered	Total Contract Amount
610341	10000	320100	36001			$116,837	$116,837

Justification if partial encumbrance or liquidation requested: _____

Federal Funds Waiver #: **NA** Contract Maximum: **$116,837**

Procurement Contract Begin Date: **July 1, 2014** Expire Date: **June 30, 2015** Period of Funding From: **July 1, 2014** To: **June 30, 2015**

Department Contact: **Ramil C. Rivera** Telephone #: **510-271-9165** QIC Code: **20203**

Contractor Name: **Community Child Care Council (4Cs) of Alameda County**

Project Name: **CAPP Child Care and Development Services**

Contractor Address: **22351 City Center Drive, Suite #100, Hayward, CA. 94541**

Remittance Address: **(Same as above)** ALCOLINK Vendor Address #: **4**

BOS Dist. #: **4**

Contractor Telephone #: **510-582-2182** Fax #: **510-582-0558** E-mail (Signatory): **reneeh@4c-alameda.org**

Contractor Contact Person: **Renee S. Herzfeld** E-mail (Contact): **reneeh@4c-alameda.org**

Contract Service Category: **R&R Contractor under CAPP-4000**

Estimated Units of Service: **Refer to contract exhibits**

Method of Reimbursement (Invoicing Procedures): **Based on State Reporting Requirements**

History of Funding:	Original	Amendment #1	Amendment #2	Amendment #3	Amendment #4
Funding Level	$116,837				
Amount of Encumbrance	$116,837				
File Date	7/29/14				
File / Item #	29409 / No. 4				
Reason	Board Action				

Funding Source Allocation:	Federal - CFDA #: 93-596	State	County
	$58,418.50	$58,418.50	

The signatures below signify that the attached Exhibits A and B have been received, negotiated and finalized. The Contractor also signifies agreement with all provisions of the Master Contract.

DEPARTMENT

By _____
Signature

Lori A. Cox
Print or Type Name

Title **Agency Director** Date 09/03/14

CONTRACTOR

By Renee S Herzfeld
Signature

Renee S. Herzfeld
Print or Type Name

Title **Executive Director** Date _____

By _____

Print or Type Name

Title _____ Date _____

RECEIVED
SEP 04 2014
CLERK & BOARD OF SUPERVISORS

EXHIBIT A

PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS

Contracting Department	Department of Children and Family Services (DCFS)
Contractor Name	Community Child Care Council (4C's) of Alameda County
Contract Period	July 1, 2014 – June 30, 2015
Type of Services	R&R Contractor under CAPP-4000
Contract Number (PO #)	

I. PROGRAM NAME

California Alternative Payment Program (CAPP) – Child Care and Development Services

II. CONTRACTED SERVICES

Contractor shall provide: Resource and Referral and Alternative Payment Services for childcare.

III. PROGRAM INFORMATION AND REQUIREMENTS

A. Program Goal

To provide respite services to eligible Alameda County families.

B. Program Requirements

1. This program provides short-term emergency services to low-income families under the guidelines of the California Department of Education.

2. The California Department of Education, Child Development Division (CDE/CDD) subsidizes childcare services for eligible families through its Alternative Payment Program (**AP Contract #01-2401-00-4 CAPP**).

3. First Priority for services through the program is given to children who are receiving child protective services through local County Welfare Department or identified by a legal, medical, social service agency, or emergency shelter as abused, neglected, or exploited, or at risk of abuse, neglect, or exploitation.

4. Second Priority: All children and families who are not within the first priority for admission shall be admitted in accordance with family income, with the lowest per capita income admitted first. For purposes of determining the order of admission, public assistance grants are counted as income. If two (2) or more families have comparable per capita income, the family that has been on the waiting list the longest shall be admitted first.

5. Alameda County is permitted to subcontract its Alternative Payment (AP) funding to local Child Care Resource and Referral (R&R) agencies that are currently contracting with CDD.

6. This subcontract with 4C's R&R ensures the continuance of the County AP Program with the County as Prime CDD contractor and 4C's R&R as subcontractor (Contractor).

C. Target Population

Contractor shall provide services to the following population: As described in Section III, #B above.

D. Hours/Days of Operation

Monday through Friday, 9:00 a.m. to 5:00 p.m.

E. Service Area and Service Delivery Sites

1. Southern Alameda County (Hayward, San Lorenzo, Castro Valley, Fremont, Newark, Union City).

2. Service Delivery Sites: 4C's Administrative Office, 22351 City Center Drive, Suite 200 Hayward, CA, 94541 and Fremont Office, 39155 Liberty Street, Suite D410, Fremont, CA. 94538.

F. Service Criteria

1. Families must be referred by Child Protective Services (CPS), qualified legal, medical, and Social Services Agency or emergency shelter staff.

2. Second priority will be given to low-income families with the greatest need.

G. Certification/Licensure

NA

H. Minimum Staffing Qualifications

Contractor shall have and maintain current job descriptions on file with the Department for all personnel whose salaries, wages, and benefits are reimbursable in whole or in part under this agreement. Job descriptions shall specify the minimum qualifications for services to be performed and shall meet the requirements of the Department. Contractor shall submit revised job descriptions meeting the approval of the Department prior to implementing any changes or employing persons who do not meet the minimum qualifications on file with the Department.

IV. REPORTING REQUIREMENTS

A. Submission of monthly CD 9500's and monthly invoices to Alameda County (refer to Exhibit B, Section III, A-D).

B. Submission of Annual Financial Audit Report, which includes an Audited Fiscal Report (AUD form) to CDE **by November 3, 2014** (refer to Exhibit B, Section III, E-F).

V. CDD EVALUATION AND PERFORMANCE REQUIREMENTS

Contractor will comply with all CDD Terms and Conditions for the AP Program including family certifications, parent counseling on child care choices, administering provider contracts and payments, ensuring provider eligibility for payment, collection and accounting of parenting fees, and ensuring confidentiality of family and provider files.

VI. SSA EVALUATION AND MONITORING REQUIREMENTS

The Social Services Agency (SSA) DCFS staff, SSA Contracts Office Liaison and/or a member of the SSA Program Evaluation and Research Unit (PERU) may at any time, upon one week's notice, monitor and conduct an evaluation of operations, which may include site visits and reviews of Contractor's financial records and other records and materials to determine progress in the achievement of program goals and objectives and service criteria and requirements as specified within this agreement. A final report will be prepared by the Contracts Office Liaison to provide feedback on areas of compliance and/or non-compliance. Contractor shall submit a written corrective action plan to the Contracts Office Liaison in response to all findings of non-compliance. A follow-up monitor visit will be conducted to insure that all corrective action measures have been completed and contractor is in compliance with contract requirements. Should subcontractors be utilized, Contractor will be responsible for monitoring all subcontractors under this agreement.

VII. ENTIRETY OF AGREEMENT

Contractor shall abide by all provisions of the Community Based Organization Master Contract General Terms and Conditions, all Exhibits, and all Attachments that are associated with and included in this contract.

VIII. CONTRACTOR RESPONSIBILITIES – CLIENT GRIEVANCE POLICY

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

VIII. LANGUAGE ACCESS REQUIREMENT FOR CONTRACTORS

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

ATTACHMENT A

CLIENT GRIEVANCE POLICY

WHAT TO DO IF YOU HAVE A GRIEVANCE

If you have a complaint about the performance of **(INSERT NAME OF CONTRACTOR)** staff, and/or you feel you have been treated unfairly, the following are the steps you should take to have your complaint heard:

1. Talk privately to the person with whom you have the problem. We encourage you to try first to work out the problem in an open and informal way.

2. If you do not feel comfortable talking with the person with whom you have the problem, or you do talk with them and are not satisfied with the outcome, you may make an appointment to speak with or submit a written complaint (which may be in your own language) to **(INSERT NAME OF CONTRACTOR)** Executive Director or designee. If you have good cause to use another medium to communicate your complaint, such as a tape recording, you may do so. The Executive Director or designee shall meet with you or provide you with a written response to your written complaint within ten (10) working days of the meeting or receipt of your written complaint.

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

Alameda County Social Services Agency
Administrative Offices
2000 San Pablo Avenue
Oakland, CA 94612
Attn: Lori A. Cox
Social Services Agency Director
(510) 271-9100

I certify that the information in this document was explained to my satisfaction in my own language and a copy of this form was given to me.

_____
Client's Name (printed)

_____ _____
Client's Signature Date

ANEXO A

POLITICA PARA QUEJAS DE CLIENTES

QUE HACER SI USTED TIENE UNA QUEJA

Si usted tiene una queja acerca del rendimiento de **(INSERT NAME OF CONTRACTOR)** personal, y/o usted siente que se le ha tratado injustamente, los siguientes son los pasos que tendrá que seguir para que su queja sea escuchada:

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

2. Si usted no se siente cómodo hablando con la persona con quien usted tiene el problema, o habla con esa persona y no esta satisfecho/a con los resultados, usted puede hacer una cita para hablar con, o someter una queja por escrito (cual puede ser en su propio idioma) al **(INSERT NAME OF CONTRACTOR)** Director Ejecutivo o su representante. Si tiene una buena razón para utilizar otro medio de comunicar su queja, así como una cinta de grabación, lo podrá hacer. El Director Executivo o su representante se reunirá con usted o le proveerá una respuesta por escrito a su queja durante diez (10) días hábiles de su cita o de haber recibido su queja por escrito.

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

Agencia de Servicios Sociales del Condado de Alameda
Oficinas Administrativas
2000 Avenida San Pablo
Oakland, CA 94612
Atención: Lori A. Cox
Directora de la Agencia de Servicios Sociales
(510) 271-9100

Certifico que la información en este documento fue explicada para mi entera satisfacción y en mi propio idioma y que una copia de este formulario me fue dada.

_____
Nombre del Cliente (favor de imprimir)

_____ _____
Firma del Cliente Fecha

ATTACHMENT B
(Revised: 07/01/12)

LANGUAGE ACCESS REQUIREMENTS FOR CONTRACTORS

I. The Alameda County Social Services Agency (SSA) has developed and adopted a Master Plan on Language Access to ensure its limited-English proficient (LEP) clients are provided with language accessible services and communications. Under the plan's provisions, community-based organizations (CBOs)/contractors whose services are contracted by the SSA:

A. Shall clearly disclose language access capabilities in relationship to the population served.
B. Shall have a plan in place—available for review upon request by County staff—for referring clients whose language needs the contractor can't accommodate.
C. Shall permit County staff to conduct ongoing monitoring of contracted services for compliance with provisions of the County's Language Access Plan.
D. Shall provide the County with a list and copies of all printed contract-related marketing/promotional/education-related materials (including languages materials are printed in).

II. The SSA shall aid contracted CBOs in expanding language interpretation services through:

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

EXHIBIT B

TERMS OF PAYMENT

Contracting Department	Department of Children and Family Services (DCFS)
Contractor Name	Community Child Care Council (4C's) of Alameda County
Contract Period	July 1, 2014 – June 30, 2015
Type of Services	R&R Contractor under CAPP-4000
Contract Number (PO #)	
Contract Amt/Max	$116,837.00

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 – See Exhibit B-1

B. Agency Composite Budget – See Exhibit B-2

II. TERMS AND CONDITIONS OF PAYMENT

A. Contract Amount/Maximum

- The County agrees to compensate Contractor a maximum of **$116,837.00** for this contract period. Reimbursement shall include the cost of child care paid to the child care providers plus administrative and support services cost of the alternative program. The total cost for administrative and support services shall not exceed an amount equal to 17.5 percent (17.5%) of the total contract amount.

- Of this amount, at least 82.5 percent (82.5%) must be payments for direct services, and no more than 17.5 percent (17.5%) may be for support services and administrative costs together. Administrative costs alone cannot exceed the cost allowable pursuant to EC 8223, 5CCR, Section 18034 (c).

- Contractor will maintain separate expenditures for each source category to remain in compliance with state CDE requirements.

- **Funding beyond June 30, 2015 is not guaranteed.**

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 Contract Liaison prior to billing the County.

No supplemental billing will be accepted without Contractor's prior notification and approval by SSA Contract Liaison 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 (via e-mail) request to the SSA Contract Liaison for any contract budget adjustment with justification for requested expenditure revisions inclusive of specific impacts to current services being delivered. If impacts to contracted services levels are significant the SSA Contract Liaison will consult and obtain approval from the relevant Program department.

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 AND REPORTING PROCEDURES

A. Contractor will submit an invoice and CD9500 report to County, **no later than the 10th of the month following the service month.**

B. A final CD9500 report will be submitted to County **no later than July 11, 2015**.

C. Payments to Contractor by County may be contingent upon filing of CD9500 reports due to County.

D. Contractor may bill County monthly in arrears or less frequently at Contractor's option, for payment made to eligible cases under rates and provisions of Exhibit A herein.

E. As required by California Department of Education (CDE), Contractor will mail an Annual Financial Audit Report, which **must include an Audited Fiscal Report (AUD form) by November 3, 2014** to:

California Department of Education
Audits and Investigations Division
1430 N Street, Suite5319
Sacramento, CA. 95814
Attention: Audit Reports Review Section

Refer to the CDE Audit Guidelines at: http://www.cde.ca.gov/fg/au/pm/

F. Contractor will email the completed Audit Report to the contract liaison **by November 3, 2014** to confirm the Annual Financial Audit Report was sent.

G. The term of this agreement is July 1, 2014 through June 30, 2015.

IV. FUNDING REQUIREMENTS

Funding under this contract shall not duplicate funding from other sources. Should other funding duplicate funding under this contract, the invoices to Alameda County will be reduced accordingly by the amount of duplicate funding.

V. TERMINATION PROVISIONS

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

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

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.

Termination By Mutual Agreement -- County and Contractor may otherwise agree in writing to terminate this Agreement in a manner consistent with mutually agreed upon specific terms and conditions.

EXHIBIT B-1

FUNDED PROGRAM BUDGET

Contractor **4C's of Alameda County** Contracting

Service Alameda County SSA

Contract Period: July 1, 2014 – June 30, 2015

EXPENDITURE CATEGORIES	COUNTY	MATCH	TOTAL
Salaries & Wages			
Program Director	3,599		3,599
Family Services Coordinator	6,626		6,626
Admin Staff	2,003		2,003
Finance Director	629		629
Salaries & Wages Subtotal	**12,857**		**12,857**
Taxes & Benefits	3,506		3,506
FICA			
SUI			
Worker's Comp			
Health, Dental &Vision			
Retirement			
Taxes & Benefits Subtotal	**3, 506**		**3,506**
SALARIES & BENEFITS TOTAL			
Services & Supplies			
Provider Payments	96,566		96,566
Operational Expenses and Supplies	3,908		3,908
Services & Supplies Subtotal	**100,474**		**100,474**
Fixed Assets			
Fixed Assets Subtotal			
GRAND TOTAL – ALL CATEGORIES	**116,837**		**116,837**

EXHIBIT B-2

AGENCY COMPOSITE BUDGET

		All Agency
INCOME		
601.25	State of CA CAPP	1332887
603.4	State of CA CRRP	294,215
603.3	State of CA - Child Nutrition	2,462,000
632.4	R & R Network/Parent Voices	9,500
620.3	Kaiser Foundation	23,000
605	Miscellaneous Income (Donations)	7,000
616.1	Board Giving	4,000
645.1	Children's Fair Sponsorship	7,500
603.25	State of CA C3AP	2,200,000
656.4	HPN (Implementation)	289,223
610	Interest Income	200
602.25	State of CA C2AP	1,774,952
615.25	Parent Fees -C2AP	43,721
614.25	Parent Fees - CAPP	40,000
613.51	Parent Fees - Calworks	120,000
616.25	Parent Fees - C3AP	112,133
611.8	Parent Fees - Noncertified-Bright Future	818,642
607.6	ACDSS Foster Care	252,020
620.6	ACDSS Respite-APP	116,837
624.4	Prop 10 - Parent Support	60,000
606.1	United Way - VITA	10,000
629.3	State of CA CHST	10,000
654.4	Alameda County - CCIP	25,800
630.51	CALWORKS I	9,517,300
645.40	County ECE Contracts	347,500
651.4	Fremont Grant -CCIP	40,000
652.4	Hayward Grant -CCIP	27,000
617.4	State of CA - CCIP	45,216
635.4	Trustline	3,000
660.3	Health & Safety Training Income	3,500
650.8	Fundraising - Bright Future	2,500
	Total	19,999,646
EXPENDITURES		
Salaries		
	Total	3,195,943
Fringe Benefits		
	Total	1,054,661
Operational Expenses		
849	Admin Cost pool	165,055
850	Advertising	10,925
851	Audit Expense	25,700
868	Building Maintenance	42,000
892.1	Children's Faire Activities	5,500
871.3	CHST Project Activities	2,500
870	Computer Maintenance	26,100
872	Conferences	17,300
874	Consultants	62,450
880	Dues & Subscriptions	15,500
881	Educational Materials	20,000
925.4	Program Materials	25,000
885	Equipt Maintenance	57,310
888	Food Expense	33,000
889	Food Service Supplies	2,000
893	Fundraising Expense	1,500
904	Insurance	37,081
906	Janitorial Service Contract	18,000
907	Janitorial Supplies	16,760
909.3	Kaiser Project Activites	17,657
918	Office Supplies	51,500
924	Postage	22,400
926	Printing	23,050
928	Rent	306,940
936.1	Staff/Board Activities	5,000
937	Staff Training & Development	19,700
941	Telephone	27,800
943	Mileage	15,700
945	Utilities	25,115
946.1	Vita Activities	10,000

948	Workshops/Training/CCIP Incentives	40,100
	Total	1,148,643
Provider Payments		
951.3	Provider Fees-Child Nutrition	2,095,703
952.3	Provider Fees-Health & Safety	7,500
954.51	Provider Fees-CALWORKS 1	7,613,467
954.6	Provider Fees-ACDSS-CAPP	96,566
960.6	Provider Fees-ACDSS Foster Care	201,616
956.25	Provider Fees-C3AP****	1,927,510
952.2	Provider Fees-CAPP	1,142,632
955.25	Provider Fees-C2AP	1,515,405
	Total	14,600,399
Total Expenditures		19,999,646
Operating Surplus (Deficit)		0

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:

A	**Commercial General Liability** Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	**Commercial or Business Automobile Liability** All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	**Workers' Compensation (WC) and Employers Liability (EL)** Required for all contractors with employees	WC: Statutory Limits EL: $100,000 per accident for bodily injury or disease
D	**Professional Liability/Errors & Omissions** Includes endorsements of contractual liability	$1,000,000 per occurrence $2,000,000 project aggregate
E	**Endorsements and Conditions:** 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: – Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party), or at minimum named as an "Additional Insured" on the other's policies. – Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured. 7. **CANCELLATION OF INSURANCE:** All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation. 8. **CERTIFICATE OF INSURANCE:** Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The require certificate(s) and endorsements must be sent to: - Contracts Office / 2000 San Pablo Ave. 4th floor, Oakland, CA 94612	

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/13/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Myra Hogue
Merriwether & Williams Insurance License No.: OC01378 550 Montgomery St., Suite 550 San Francisco CA 94111	PHONE (A/C, No, Ext): (415) 986-3999 FAX (A/C, No): (415) 986-4421 E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Great American Insurance Comp.	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Community Child Care Coordinating Council of
22351 City Center Drive #200
Hayward CA 94541

COVERAGES **CERTIFICATE NUMBER:CL1461305560** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			PAC5155137	7/1/2014	7/1/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			PAC5155137	7/1/2014	7/1/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			UMB5155139	7/1/2014	7/1/2015	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A	PROFESSIONAL LIABILITY			PAC5155137	7/1/2014	7/1/2015	AGGREGATE LIMIT EACH ACC ERROR OR OMM	2,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
COUNTY OF ALAMEDA, ITS BOARD OF SUPERVISORS, THE INDIVIDUAL MEMBERS THEREOF, AND ALL COUNTY OFFICERS, AGENTS AND EMPLOYEES, AND REPRESENTATIVES ARE ADDITIONAL INSUREDS WITH RESPECT TO COMMERCIAL GENERAL LIABILITY AS THEIR INTEREST MAY APPEAR AS FUNDING SOURCE TO THE NAMED INSURED.

CERTIFICATE HOLDER

COUNTY OF ALAMEDA
SOCIAL SERVICES AGENCY
2000 SAN PABLO AVENUE
4TH FLOOR
OAKLAND, CA 94612

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Myra Hogue

GREAT AMERICAN. INSURANCE GROUP
Administrative Offices
301 E 4th Street
Cincinnati, Ohio 45202-4201
Tel: 1-513-369-5000

CG 20 26 (Ed.04/13)

Policy: PAC 515-51-37 10

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

Name of Additional Insured Person(s) or Organization(s):
County of Alameda Social Services Agency
County of Alameda, its Board of Supervisors, the Individual Members thereof, and all County Officers, Agents and Employees, and Representatives
Contracts Office
2000 San Pablo Avenue - 4th Floor
Oakland, CA 94612

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. in the performance of your ongoing operations; or

2. in connection with your premises owned by or rented to you.

However:

1. the insurance afforded to such additional insured only applies to the extent permitted by law; and

2. if coverage provided to the Additional Insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

GREAT AMERICAN. INSURANCE GROUP
Administrative Offices
301 E 4th Street
Cincinnati, Ohio 45202-4201
Tel: 1-513-369-5000

CG 20 26 (Ed.04/13)

Policy: PAC 515-51-37 10

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

B. With respect to the insurance afforded to these Additional Insureds, the following is added to **SECTION III - LIMITS OF INSURANCE:**

If coverage provided to the Additional Insured is required by a contract or agreement, the most we will pay on behalf of the Additional Insured is the amount of insurance:

1. required by the contract or agreement; or
2. available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

EXHIBIT D

AUDIT REQUIREMENTS

The County contracts with various organizations to carry out programs mandated by the Federal and State governments or sponsored by the Board of Supervisors. Under the Single Audit Act Amendments of 1996 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.

The County discharges this responsibility by reviewing audit reports submitted by contractors and through other monitoring procedures.

I. AUDIT REQUIREMENTS

A. Funds from Federal Sources:

1. Nonfederal entities which are determined to be subrecipients by the supervising department according to§__.210 of OMB Circular No. A-133 and which expend annual Federal awards in the amount specified in §__.200 (b) of OMB Circular No. A-133 are required to have a single audit in accordance with §__.500 of OMB Circular No. A-133.

2. When a nonfederal entity expends annual Federal awards in the amount specified in §__.200 (a) of OMB Circular No. A-133 under only one Federal program (excluding R&D) and the Federal program's laws, regulations, or grant agreements do not require a financial statement audit, the nonfederal entity may elect to have a program-specific audit conducted in accordance with §__.235 of OMB Circular No. A-133.

3. Nonfederal entities which expend annual Federal awards in the amount specified in §__.200 (d) of OMB Circular No. A-133 are exempt from the single audit requirement except that the County may require a limited-scope audit in accordance with §__.230 (b) (2) of OMB Circular No. A-133.

B. Funds from All Sources:

Nonfederal 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 Government Auditing Standards covering all County programs.

2. Less than $100,000 are exempt from these audit requirements except as otherwise noted in the contract.

Nonfederal entities that are required to have or choose to do a single audit in accordance with OMB Circular No. A-133 are not required to have a financial audit in the same year. However, nonfederal 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 Government Auditing Standards issued by the Comptroller General of the United State (GAGAS), which are applicable to financial audits.

2. All audits must be conducted annually, except where specifically allowed otherwise by laws, regulations or County policy.

3. Audit reports must identify each County program covered in the audit by contract number, contract amount and contract period. 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 hereinbefore.

II. AUDIT REPORTS

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

III. AUDIT RESOLUTION

Within 30 days of issuance of the audit report, the entity must submit to its County supervising department a corrective action plan to address the findings contained in the audit report. Questioned costs and disallowed costs must be resolved according to procedures established by the County in the Contract Administration Manual. The County supervising department will follow up on the implementation of the corrective action plan as it pertains to County programs.

IV. ADDITIONAL AUDIT WORK

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

EXHIBIT E

(INTENTIONALLY OMITTED)

EXHIBIT F

COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION

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

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

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

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

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

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

CONTRACTOR: Community Child Care Council (4C's) of Alameda County

PRINCIPAL: Renee S. Herzfeld TITLE: Executive Director

SIGNATURE: Renee S Herzfeld DATE: 7.17.2014

Search Results

Current Search Terms: community* Child* Care* council* of alameda* county*

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

No records found for current search.

Glossary

Search Results

Entity

Exclusion

Search Filters

By Record Status

By Functional Area - Entity Management

By Functional Area - Performance Information

Search Results

Current Search Terms: Renee* S. herzfeld*

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

No records found for current search.

Glossary

Search Results

Entity

Exclusion

Search Filters

By Record Status

By Functional Area - Entity Management

By Functional Area - Performance Information

COB

ALAMEDA COUNTY BOARD OF SUPERVISORS
MINUTE ORDER

The following action was taken by the Alameda County Board of Supervisors on 07/29/2014

Approved as Recommended (•) **Other** ( )

Unanimous [ ] **Chan:** [X] **Haggerty:** [ ] **Miley:** [ ] **Valle:** [ ] **Carson:** [ ] - [4]
Vote Key: N=No; A=Abstain; X=Excused

Documents accompanying this matter:

Contract: C-2014-95
Resolution: R-2014-245

Documents to be signed by Agency/Purchasing Agent:

File No. 29409
Item No. 4

Copies sent to:
J. Villaflor, K. Chen, R. Ramil & Auditor

Special Notes:
Alternative Payment Contract No. CAPP-4000, General Fund, Project No. 01-2401-00-4

I certify that the foregoing is a correct copy of a Minute Order adopted by the Board of Supervisors, Alameda County, State of California.

ATTEST:
Clerk of the Board
Board of Supervisors

By: Danilca Ramil
Deputy

AGENDA_____July 29, 2014

Alameda County
Social Services Agency

Lori A. Cox
Agency Director

Thomas L. Berkley Square
2000 San Pablo Avenue, Fourth Floor
Oakland, California 94612
510-271-9100 / Fax: 510-271-9108
ssadirector@acgov.org
http://alamedasocialservices.org

June 19, 2014

Honorable Board of Supervisors
Administration Building
Oakland, CA 94612

Dear Board Members:

SUBJECT: Request for approval of Alternative Payment Child and Development Contracts for FY 2014-2015.

RECOMMENDATIONS:

A. Approve and authorize the President of the Board to sign Alternative Payment Contract Number CAPP-4000, General Fund, Project No. 01-2401-00-4, with the California Department of Education in the amount of $730,334 for Child Care and Development Services effective July 1, 2014 through June 30, 2015;

B. Approve four (4) service agreements to current CBO Master Contractors at FY 2014-2015 award levels funded through the Contract Number CAPP-4000, totaling $673,777 for specific Resource and Referral and Alternate Payment Provider Child Care contractors as detailed in Attachment A, and delegate authority to the Social Services Agency (SSA) Director, or designee, to sign and execute the contracts under the master contracting process;

C. Approve FY 2014-2015 funding distributions for six (6) service agreements totaling $139,592 to CBO Master Contractors - Maintenance of Effort (MOE) Child Care providers as detailed in Attachment A and delegate authority to the SSA Director, or designee, to sign and execute the contracts under the master contracting process; and,

D. Approve and authorize the President of the Board to sign additional Agreement Attachments: 1) Contractor Certification Clauses; 2) Resolution entering into a transaction with the California Department of Education to provide child care and development services; and 3) Federal Certifications for Lobbying, Debarment, Suspension, Other Responsibility Matters and Drug Free Workplace Requirements.

SUMMARY/DISCUSSION:

This letter requests action by your Board to approve FY 2014-2015 contract award distributions among contractors for the Alternative Payment Child Care and Development contracts. These funds were awarded to child care providers and designated Resource and Referral (R&R) contractors and Alternate Payment (AP) Providers to support child care services to children who are at risk of abuse or neglect, and to children whose families are receiving CalWORKs funds and are working or in job training programs.

In order to leverage CAPP-4000 funding from the State, Alameda County provides matching funds in the amount of $139,592, which support additional MOE provider childcare services.

The total amount of funds available for FY 2014-2015 Alternative Payment Maximum Child Care and Development Programs is $730,334, of which $673,777 is allotted to contracted services and $56,557 is allotted to program administration.

SELECTION/CRITERIA PROCESS:

On July 30, 2013, (File No. 28951, Item No. 8), all of the contractors listed on Attachment A were previously approved by your Board. All were recommended according to the County's contracting policy. The contracts were determined according to the contractors' specialized skills, services and geographical locations. All contractors are located in the County of Alameda. All of the providers listed on Attachment A are non-profit community based organizations that are exempt from the County's SLEB policy.

FINANCING:

The FY 2014-2015 final budget includes funds for this request. There are no new net County costs.

Sincerely,

Lori A. Cox
Agency Director

V Drive:/Boardletters/2014/07.29.14. CAPP4000

ATTACHMENT A

DISTRIBUTION OF CALIFORNIA DEPARTMENT OF EDUCATION
CHILD CARE AND DEVELOPMENT CONTRACT

CAPP-4000

ALTERNATIVE PAYMENT FUNDS FOR FISCAL YEAR 2014/2015
MAINTENANCE OF EFFORT (MOE) FOR FISCAL YEAR 2014/2015

Agency	Master #	Procurement#	*Service*	Contract Amount	*Location*	*Principal*
Resource & Referral (R&R) Contractors						
Community Child Care Council (4C's) of Alameda County	900164	10485	R&R Provider	$116,837	Hayward	Renee Herzfeld
Bananas, Inc.	900153	10483	R&R Provider	$391,419	Oakland	Richard Winefield
Child Care Links	900158	10481	R&R Provider	$116,837	Pleasanton	Carol Thompson
Alternative Payment (AP) Providers						
Davis Street Community Center	900086	10489	AP Provider	$48,684	San Leandro	Rose Johnson
Total Funding Awards				**$673,777**		
Administrative Cost allowed to SSA				$56,557		
TOTAL CAPP 4000				**$730,334**		
Maintenance of Effort (MOE) Providers						
Ephesians Children's Center	900654	10488	Child Care	$12,977	Berkeley	Newt McDonald
The Salvation Army (Booth Memorial Center)	900701	10496	Child Care	$14,425	Oakland	Ron Strickland
Saint Vincent's Day Home, Inc.	900657	10495	Child Care	$34,220	Oakland	Corinne Mohrmann
Supporting Future Growth Child Development Center	900658	10494	Child Care	$12,802	Oakland	Deborah McFadden
Kidango, Inc.	900186	10493	Child Care	$50,653	Fremont	Paul Miller
24 Hour Oakland Parent Teacher Children Center	900653	10502	Child Care	$14,515	Oakland	Nina Tanner-Smith
MOE Child Care Providers				**$139,592**		
TOTAL				**$869,926**		

Form 110-8 Rev 10/16/13

5

COMMUNITY BASED ORGANIZATION
MASTER CONTRACT EXHIBIT A & B COVERSHEET

Dept Name: **SSA/Department of Children & Family Services** Vendor ID #: **81763** Board PO #: _____

Bus Unit: **SOCSA** Master Contract #: **900701** Procurement Contract #: **10496** Budget Year: **2015**

Acct #	Fund #	Dept #	Program #	Subclass #	Project / Grant #	Amount to be Encumbered	Total Contract Amount
610341	**10000**	**320100**	**36001**			**$14,425**	**$14,425**

Justification if partial encumbrance or liquidation requested: _____

Federal Funds Waiver #: **NA** Contract Maximum: **$14,425**

Procurement Contract Begin Date: **July 1, 2014** Expire Date: **June 30, 2015** Period of Funding From: **July 1, 2014** To: **June 30, 2015**

Department Contact: **Ramil C. Rivera** Telephone #: **510-271-9165** QIC Code: **20203**

Contractor Name: **The Salvation Army (Booth Memorial Center)**

Project Name: **Child Care Services**

Contractor Address: **2794 Garden Street, Oakland, CA. 94604**

Remittance Address: **P.O. Box 2058, San Leandro, CA. 94577** ALCOLINK Vendor Address #: **3**

BOS Dist. #: **5**

Contractor Telephone #: **510-645-9710 x220** Fax #: **510-535-5099** E-mail (Signatory): dan.williams@usw.salvationarmy.org

Contractor Contact Person: **Captain Dan Williams/Caroline Babin** E-mail (Contact): Caroline.Babin@usw.salvationarmy.org

Contract Service Category: **Maintenance of Effort (MOE) – Child Care Services**

Estimated Units of Service: **As defined in Exhibit A & B**

Method of Reimbursement (Invoicing Procedures): **Monthly Invoice with Service Report**

History of Funding:	Original	Amendment #1	Amendment #2	Amendment #3	Amendment #4
Funding Level	**$14,425**				
Amount of Encumbrance	**$14,425**				
File Date	**7/29/14**				
File / Item #	**29409 / No. 4**				
Reason	**Board Action**	**Board Action**			

Funding Source Allocation:	Federal - CFDA #: NA	State	County
			$14,425

The signatures below signify that the attached Exhibits A and B have been received, negotiated and finalized. The Contractor also signifies agreement with all provisions of the Master Contract.

DEPARTMENT

By _____
Signature

Lori A. Cox
Print or Type Name

Title **Agency Director** Date 09/03/14

CONTRACTOR

By _____
Signature

BILL A. DICKINSON
Print or Type Name

Title **Executive Director** Date 8/5/14

By _____

Print or Type Name

Title Date

RECEIVED
SEP 04 2014
CLERK & BOARD
OF SUPERVISORS

EXHIBIT A

PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS

Contracting Department	Department of Children and Family Services (DCFS)
Contractor Name	The Salvation Army (Booth Memorial Center)
Contract Period	July 1, 2014 – June 30, 2015
Type of Services	Child Care Services
Contract Number (PO #)	

I. PROGRAM NAME

Child Care Services – Maintenance of Effort (MOE) Provider

II. CONTRACTED SERVICES AND PROGRAM GOAL

Contractor shall provide: Quality childcare to low-to-moderate-income families through preschool and school age programs for children 3-12 years old (child is no longer eligible on his/her 13th birthday) who meet Title 5 need and eligibility requirements.

III. PROGRAM INFORMATION AND REQUIREMENTS

A. Program Requirements

First priority for services through this program is given to children who are receiving child protective services through local County Social Service Department or identified by a legal, medical, social service agency, or emergency shelter as abused, neglected, or exploited, or at risk of abuse, neglect, or exploitation.

Second priority is given to lowest income families with the greatest need.

Services allow parents an opportunity to secure employment and/or secure career goals while attending school or training programs. CalWORKs families are inclusive.

B. Target Population

Contractor shall provide services to the following populations: To low-to-moderate-income families through preschool and school age programs for children 3-12 years old (child is no longer eligible on his/her 13th birthday)

C. Hours/Days of Operation

- Business hours, Monday through Friday from 7:30 AM to 5:30 PM.

D. Service Area and Service Delivery Site

- 2794 Garden Street, Oakland, CA. 94604

- Services will be provided to eligible families residing within the service area of the AP program provider.

E. Service Criteria

- Families must be referred by Child Protective Services (CPS), qualified legal, medical, and Social Services Agency or emergency shelter staff.

- Second priority will be given to low-income families with the greatest need.

F. Staffing and Certification/Licensure

MOE provider staff shall match family needs with available licensed childcare spaces from a regularly updated list of licensed centers and homes within the community.

G. Minimum Staffing Qualifications

Contractor shall have and maintain current job descriptions on file with the Department for all personnel whose salaries, wages, and benefits are reimbursable in whole or in part under this agreement. Job descriptions shall specify the minimum qualifications for services to be performed and shall meet the requirements of the Department. Contractor shall submit revised job descriptions meeting the approval of the Department prior to implementing any changes or employing persons who do not meet the minimum qualifications on file with the Department.

IV. CDD EVALUATION AND PERFORMANCE REQUIREMENTS

Contractor will comply with CDE/CDD defined terms and conditions for the AP program including family certifications, parent counseling on child care choices, administering provider contracts and payments, ensuring provider eligibility for payment, and ensuring confidentiality of family and provider files.

V. SSA EVALUATION AND MONITORING REQUIREMENTS

The Social Services Agency (SSA) DCFS staff, SSA Contracts Office Liaison and/or a member of the SSA Program Evaluation and Research Unit (PERU) may at any time, upon one week's notice, monitor and conduct an evaluation of operations, which may include site visits and reviews of Contractor's financial records and other records and materials to determine progress in the achievement of program goals and objectives and service criteria and requirements as specified within this agreement. A final report will be prepared by the Contracts Office Liaison to provide feedback on areas of compliance and/or non-compliance. Contractor shall submit a written corrective action plan to the Contracts Office Liaison in response to all findings of non-compliance. A follow-up monitor visit will be conducted to insure that all corrective action measures have been completed and contractor is in compliance with contract requirements. Should subcontractors be utilized, Contractor will be responsible for monitoring all subcontractors under this agreement.

VI. ENTIRETY OF AGREEMENT

Contractor shall abide by all provisions of the Community Based Organization Master Contract General Terms and Conditions, all Exhibits, and all Attachments that are associated with and included in this contract.

VII. CONTRACTOR RESPONSIBILITIES – CLIENT GRIEVANCE POLICY

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

VIII. LANGUAGE ACCESS REQUIREMENT FOR CONTRACTORS

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

ATTACHMENT A

CLIENT GRIEVANCE POLICY

WHAT TO DO IF YOU HAVE A GRIEVANCE

If you have a complaint about the performance of **(INSERT NAME OF CONTRACTOR)** staff, and/or you feel you have been treated unfairly, the following are the steps you should take to have your complaint heard:

1. Talk privately to the person with whom you have the problem. We encourage you to try first to work out the problem in an open and informal way.

2. If you do not feel comfortable talking with the person with whom you have the problem, or you do talk with them and are not satisfied with the outcome, you may make an appointment to speak with or submit a written complaint (which may be in your own language) to **(INSERT NAME OF CONTRACTOR)** Executive Director or designee. If you have good cause to use another medium to communicate your complaint, such as a tape recording, you may do so. The Executive Director or designee shall meet with you or provide you with a written response to your written complaint within ten (10) working days of the meeting or receipt of your written complaint.

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

Alameda County Social Services Agency
Administrative Offices
2000 San Pablo Avenue
Oakland, CA 94612
Attn: Lori A. Cox
Social Services Agency Director
(510) 271-9100

I certify that the information in this document was explained to my satisfaction in my own language and a copy of this form was given to me.

_____
Client's Name (printed)

_____ _____
Client's Signature Date

ANEXO A

POLITICA PARA QUEJAS DE CLIENTES

QUE HACER SI USTED TIENE UNA QUEJA

Si usted tiene una queja acerca del rendimiento de **(INSERT NAME OF CONTRACTOR)** personal, y/o usted siente que se le ha tratado injustamente, los siguientes son los pasos que tendrá que seguir para que su queja sea escuchada:

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

2. Si usted no se siente cómodo hablando con la persona con quien usted tiene el problema, o habla con esa persona y no esta satisfecho/a con los resultados, usted puede hacer una cita para hablar con, o someter una queja por escrito (cual puede ser en su propio idioma) al **(INSERT NAME OF CONTRACTOR)** Director Ejecutivo o su representante. Si tiene una buena razón para utilizar otro medio de comunicar su queja, así como una cinta de grabación, lo podrá hacer. El Director Executivo o su representante se reunirá con usted o le proveerá una respuesta por escrito a su queja durante diez (10) días hábiles de su cita o de haber recibido su queja por escrito.

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

Agencia de Servicios Sociales del Condado de Alameda
Oficinas Administrativas
2000 Avenida San Pablo
Oakland, CA 94612
Atención: Lori A. Cox
Directora de la Agencia de Servicios Sociales
(510) 271-9100

Certifico que la información en este documento fue explicada para mi entera satisfacción y en mi propio idioma y que una copia de este formulario me fue dada.

_____
Nombre del Cliente (favor de imprimir)

_____ _____
Firma del Cliente Fecha

ATTACHMENT B
(Revised: 07/01/12)

LANGUAGE ACCESS REQUIREMENTS FOR CONTRACTORS

I. The Alameda County Social Services Agency (SSA) has developed and adopted a Master Plan on Language Access to ensure its limited-English proficient (LEP) clients are provided with language accessible services and communications. Under the plan's provisions, community-based organizations (CBOs)/contractors whose services are contracted by the SSA:

A. Shall clearly disclose language access capabilities in relationship to the population served.
B. Shall have a plan in place—available for review upon request by County staff—for referring clients whose language needs the contractor can't accommodate.
C. Shall permit County staff to conduct ongoing monitoring of contracted services for compliance with provisions of the County's Language Access Plan.
D. Shall provide the County with a list and copies of all printed contract-related marketing/promotional/education-related materials (including languages materials are printed in).

II. The SSA shall aid contracted CBOs in expanding language interpretation services through:

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

EXHIBIT B

TERMS OF PAYMENT

Contracting Department	Department of Children and Family Services (DCFS)
Contractor Name	The Salvation Army (Booth Memorial Center)
Contract Period	July 1, 2014 – June 30, 2015
Type of Services	Child Care Services
Contract Number (PO #)	
Contract Amt/Max	$14,425.00

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 – See Exhibit B-1

B. Agency Composite Budget – See Exhibit B-2

II. TERMS AND CONDITIONS OF PAYMENT

A. Contract Amount/Maximum

- The Salvation Army (Booth Memorial Center) shall submit invoices not to exceed the contract maximum of **$14,425.00**.
- **The term of this agreement is from July 1, 2014 through June 30, 2015.**

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 Contract Liaison prior to billing the County.

No supplemental billing will be accepted without Contractor's prior notification and approval by SSA Contract Liaison 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 (via e-mail) request to the SSA Contract Liaison for any contract budget adjustment with justification for requested expenditure revisions inclusive of specific impacts to current services being delivered. If impacts to contracted services levels are significant the SSA Contract Liaison will consult and obtain approval from the relevant Program department.

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 AND REPORTING PROCEDURES

A. The Alameda County Social Services Agency (SSA) will reimburse AP Contractor for services provided under the terms of this contract (as described in Exhibit A).

Eighty five per cent (85%) of the allocated amount shall be for direct services and no more than fifteen percent (15%) may be used for administrative cost. The total amount available under this contract is **$14,425.00**.

MOE contractor shall submit monthly invoices for services rendered under the terms of this contract to the SSA Department Contract Liaison at the following address:

Alameda County Social Services Agency- Contracts Office
2000 San Pablo Ave., 4th Floor
Oakland, CA 94612
Attn: Ramil Rivera/Program Financial Specialist

All invoices shall include the number of children provided services plus ID information, as well as the total amount claimed for each category of service (direct services & administrative cost).

MOE contractor shall also submit to SSA, with monthly invoice due by the 10th business day of the month following the service month, a copy of State report EDD801A/CDD 801A. Invoices shall not exceed the contract maximum amount of **$14,425.00**.

B. As required by California Department of Education (CDE), Contractor will mail an Annual Financial Audit Report, which **must include an Audited Fiscal Report (AUD form) by November 3, 2014** to:

California Department of Education
Audits and Investigations Division
1430 N Street, Suite5319
Sacramento, CA. 95814
Attention: Audit Reports Review Section

Refer to the CDE Audit Guidelines at: http://www.cde.ca.gov/fg/au/pm/

C. Contractor will email the completed Audit Report to the contract liaison **by November 3, 2014** to confirm the Annual Financial Audit Report was sent.

IV. RECORDS TO BE MAINTAINED BY THE CONTRACTOR

Individual client records and financial and statistical documents that substantiate the reimbursement service component described in this contract shall be maintained for audit purposes. Personnel records will be maintained for staff members providing services through this program. Staff members will maintain appropriate time sheets.

All individual client records shall be retained in client case folders. The Contractor will maintain records that enable the County to audit and/or evaluate the program. The Contractor may provide some of the information in aggregate or coded form or blocked if necessary to protect client privilege or related ethical responsibilities.

V. FUNDING REQUIREMENTS

Funding under this contract shall not duplicate funding from other sources. Should other funding duplicate funding under this contract, the invoices to Alameda County will be reduced accordingly by the amount of duplicate funding.

Continued funding of this contract is contingent upon appropriation and availability of sufficient funds as well as satisfactory performance.

This Contract will automatically renew at the beginning of each new County Fiscal Year (July 1 through June 30), unless the Alameda County Board of Supervisors takes termination action or either of the parties notifies the other of desire to terminate.

MOE contractor shall receive notice of annual funding upon the County's notification of renewal of California Alternative Payment Program (CAPP) funding.

Funding beyond June 30, 2015 is not guaranteed.

VI. TERMINATION PROVISIONS

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

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

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.

Termination By Mutual Agreement -- County and Contractor may otherwise agree in writing to terminate this Agreement in a manner consistent with mutually agreed upon specific terms and conditions.

EXHIBIT B-1

FUNDED PROGRAM BUDGET

Budget Categories	Grant Request
Direct Services (85%) including salaries and benefits	**$12,261.00**
Administrative Costs (15%)	**$2,164.00**
Grand Total	**$14,425.00**

EXHIBIT B-2

AGENCY COMPOSITE BUDGET

	ACTUALS FY 2011	ACTUALS FY 2012	ACTUALS FY 2013	YEAR TO DATE ACTUALS FY 2014	FY 2014 Projected Budget
INCOME					
4000 Contributions	$447			$219	
4100 Contributions Sub Ledger - Portfolio	68,864	10,000	1,000	2,640	1,000
4200 Special Fund Raising Events	(94)			430	
4600 Associated Organizations	2,032		1,300		
4609 Special Appeals Appropriations	166,100	59,661	45,330	26,247	62,992
4692 Distributions From THQ Endowments	106,287	4,537	1,164	701	1,245
4693 Distributions From THQ CAPITAL Trusts	25,000				
5000 Fees & Grants - Government Agencies	810,925	958,833	1,013,784	410,012	724,277
6200 Program Service Fees	5,924	2,989	7,785	18,788	14,510
6900 Miscellaneous Revenue		10,031			
TOTAL INCOME	1,185,485	1,046,051	1,070,363	459,037	804,024
EXPENSE					
7000 Salaries & Allowances	510,046	527,772	575,831	264,382	413,730
7100 Officer & Employee Benefits	106,731	116,182	104,115	50,593	142,371
7200 Employment Taxes	69,051	71,340	77,459	34,848	55,233
8000 Professional Fees	42,816	24,098	66,887	13,568	14,482
8100 Supplies	41,915	52,221	33,810	11,666	25,841
8200 Telephone	2,089	2,549	2,380	1,174	2,079
8300 Postage & Shipping	78	145	363	43	70
8400 Occupancy	163,114	80,286	87,757	38,163	70,003
8500 Equipment/Furnishings	12,256	2,668	2,942	879	
8600 Printed Materials		75			
8700 Transportation/Meals	4,450	509	506	9	
8800 Conf/Councils/Special Meetings	2,419	1,137	3,460	475	
8900 Specific Assistance To Individuals		359			
9000 Membership Dues			33		
9100 Awards & Grants	19		1,018		
9400 Miscellaneous Expense	11,238	12,065	14,051	5,948	8,640
9500 Depreciation	5,033	5,033	5,033	2,936	3,600
9600 Indirect/Agency Allocations	8,973	7,678			1,536
9605 World Service Expense	525	600	115		115
969? Indirect/Agency Support Service	99,183	97,576	102,362	43,257	66,324
Expenses Before Admin. Alloc.	1,079,936	1,002,293	1,078,122	467,941	804,024
9800 Administration Allocation	43,200	36,000			
TOTAL EXPENSE	1,123,136	1,038,293	1,078,122	467,941	804,024
Current Surplus / (Deficit)	62,349	7,758	(7,759)	(8,904)	0
Prior Year Surplus / Deficit	(62,350)		7,758		
Accumulated Surplus / Deficit	(1)	7,758	(1)	(8,904)	0

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:

A	**Commercial General Liability** Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	**Commercial or Business Automobile Liability** All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	**Workers' Compensation (WC) and Employers Liability (EL)** Required for all contractors with employees	WC: Statutory Limits EL: $100,000 per accident for bodily injury or disease
D	**Professional Liability/Errors & Omissions** Includes endorsements of contractual liability	$1,000,000 per occurrence $2,000,000 project aggregate
E	**Endorsements and Conditions**:	

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:
   - Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party), or at minimum named as an "Additional Insured" on the other's policies.
   - Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured.
7. **CANCELLATION OF INSURANCE:** All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation.
8. **CERTIFICATE OF INSURANCE:** Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The require certificate(s) and endorsements must be sent to:

   - Contracts Office / 2000 San Pablo Ave. 4th floor, Oakland, CA 94612

SALVARM-01 SHAIKHZR

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/7/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Willis Insurance Services of California, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 37230-5191	PHONE (A/C, No, Ext): (877) 945-7378	FAX (A/C, No): (888) 467-2378
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Lexington Insurance Company	19437
INSURER B : Greenwich Insurance Company	22322
INSURER C : XL Specialty Insurance Company	37885
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

The Salvation Army - Division 4
180 East Ocean Blvd.
Long Beach, CA 90802

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	X		027712409	10/1/2013	10/1/2014	EACH OCCURRENCE	$	2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$	1,000,000
							MED EXP (Any one person)	$	
							PERSONAL & ADV INJURY	$	2,000,000
							GENERAL AGGREGATE	$	4,000,000
							PRODUCTS - COMP/OP AGG	$	4,000,000
								$	
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			RAD500021903	10/1/2013	10/1/2014	COMBINED SINGLE LIMIT (Ea accident)	$	5,000,000
							BODILY INJURY (Per person)	$	
							BODILY INJURY (Per accident)	$	
							PROPERTY DAMAGE (Per accident)	$	
								$	
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$	
							AGGREGATE	$	
								$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		RWD500021703	10/1/2013	10/1/2014	X WC STATU-TORY LIMITS OTH-ER		
							E.L. EACH ACCIDENT	$	1,000,000
							E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000
B	Auto Liability - CA			RAE500021803	10/1/2013	10/1/2014	Any Auto / CSL		5,000,000
A	Professional Liab			6791603	12/1/2013	12/1/2014	See Attached		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Division #04-180
Re: SSA-Childcare & Family Services Agreement

CA-Work. Comp is fully Self Insured per the attached State Certificate and CA - Auto is fully Self Insured per the attached State Certificate

Workers Compensation:
Policy No. RWD500021703 provides coverage in the following states: AK,HI,ID,MT,NM,NV,TX,UT
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

County of Alameda, its Board of Supervisors, the individual member thereof
and all County Officers, agents, employees & representatives
Attn: Ramil Rivera
2000 San Pablo Ave
Oakland, CA 94612

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

AGENCY CUSTOMER ID: SALVARM-01 SHAIKHZR

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Willis Insurance Services of California, Inc.		The Salvation Army - Division 4 180 East Ocean Blvd. Long Beach, CA 90802
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	
SEE PAGE 1	SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Policy No. RWE500021603 provides coverage in the following states: AZ,CO,OR.

County of Alameda, its Board of Supervisors, the individual member thereof and all County Officers, agents, employees & representatives are included as Additional Insureds as respects to General Liability where required by written contract.

General Liability policy shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insureds where required by written contract.

ADDITIONAL COVERAGE SCHEDULE

COVERAGE	LIMITS
POLICY TYPE: Healthcare Professional Liability **CARRIER: Lexington Insurance Company** **POLICY TERM: 12/1/2013-12/1/2014** **POLICY NUMBER: 6791603**	**Aggregate Limit - $10,000,000** **Each Medical Limit - $5,000,000**
POLICY TYPE: Excess Workers Comp and Employer's Liability **CARRIER: XL Specialty Insurance Company** **POLICY TERM: 10/1/2013 – 10/1/2014** **POLICY NUMBER: RWE500021603**	**Workers Compensation-Statutory Limits** **E.L. Each Accident: $1,000,000** **E.L. Disease – Policy Limit: $1,000,000** **E.L. Disease – Each Employee: $1,000,000**

California State Transportation Agency
DEPARTMENT OF MOTOR VEHICLES
P. O. BOX 942884
SACRAMENTO, CA 94284-0884
(916) 657-6520

July 5, 2013

S.I. # 202

The Salvation Army
180 E. Ocean Blvd.
Long Beach, CA 90802
Attention: William Harfoot

Dear Mr. Harfoot,

Your annual report/financial statements have been reviewed and the requirements for renewal of you self-insurance certificate have been met. Your self-insurance status is valid from August 19, 2013, through August 18, 2014.

Vehicle Code Section 16020 requires that every driver and every owner shall at all times be able to establish financial responsibility and shall at all times carry in the vehicle evidence of the form of financial responsibility in effect for the vehicle. A copy of your Certificate of Self-Insurance or a copy of this letter constitutes written evidence of financial responsibility and should be placed in each of your affected vehicles.

If you have any questions or need further information, please call the administrative staff at (916) 657-6520.

Sincerely,

for Dawn Martin, Support Manager
Financial Responsibility Unit

STATE OF CALIFORNIA
DMV
DEPARTMENT OF MOTOR VEHICLES
A Public Service Agency

CERTIFICATE OF SELF-INSURANCE

This is to certify that:

The Salvation Army
NAME OF SELF-INSURER

180 East Ocean Boulevard, Long Beach, California 90802
ADDRESS, CITY, STATE, ZIP

has been approved as a Self-Insurer under the California Compulsory Financial Responsibility Law and assigned Self-Insurance # 202 pursuant to Section 16053 of the *California Vehicle Code* for the period August 19, 2013 through August 18, 2014.

MANAGER
Financial Responsibility Unit
Department of Motor Vehicles

SR 27 (REV. 10/99) UH

STATE OF CALIFORNIA
Gray Davis, *Governor*

DEPARTMENT OF INDUSTRIAL RELATIONS
SELF-INSURANCE PLANS
2265 Watt Avenue, Suite 1
Sacramento, CA 95825
Phone No. (916) 483-3392
FAX (916) 483-1535

CERTIFICATION OF SELF-INSURANCE
OF WORKERS' COMPENSATION

TO WHOM IT MAY CONCERN:

This certifies that Certificate of Consent to Self-Insure No. 566 was issued by the Director of Industrial Relations to:

THE SALVATION ARMY

under the provisions of Section 3700, Labor Code of California, on November 15, 1933. The Certificate is now and has been in full force and effective since that date.

Dated at Sacramento, California
This 1st day of February, 2002

MARK B. ASHCRAFT, Manager
Self Insurance Plans

Orig: Nancy Cookson
Law Offices of
Laughlin, Falbo, Levy & Moresi
P.O. Box 492617
Redding, CA 96049-2617

cc: John McCarthy
Director of Risk Management
The Salvation Army
180 East Ocean Blvd., 10th Fl.
Long Beach, CA 90801-5646

EXHIBIT D

AUDIT REQUIREMENTS

The County contracts with various organizations to carry out programs mandated by the Federal and State governments or sponsored by the Board of Supervisors. Under the Single Audit Act Amendments of 1996 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.

The County discharges this responsibility by reviewing audit reports submitted by contractors and through other monitoring procedures.

I. AUDIT REQUIREMENTS

A. Funds from Federal Sources:

1. Nonfederal entities which are determined to be subrecipients by the supervising department according to§__.210 of OMB Circular No. A-133 and which expend annual Federal awards in the amount specified in §__.200 (b) of OMB Circular No. A-133 are required to have a single audit in accordance with §__.500 of OMB Circular No. A-133.

2. When a nonfederal entity expends annual Federal awards in the amount specified in §__.200 (a) of OMB Circular No. A-133 under only one Federal program (excluding R&D) and the Federal program's laws, regulations, or grant agreements do not require a financial statement audit, the nonfederal entity may elect to have a program-specific audit conducted in accordance with §__.235 of OMB Circular No. A-133.

3. Nonfederal entities which expend annual Federal awards in the amount specified in §__.200 (d) of OMB Circular No. A-133 are exempt from the single audit requirement except that the County may require a limited-scope audit in accordance with §__.230 (b) (2) of OMB Circular No. A-133.

B. Funds from All Sources:

Nonfederal 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 Government Auditing Standards covering all County programs.

2. Less than $100,000 are exempt from these audit requirements except as otherwise noted in the contract.

Nonfederal entities that are required to have or choose to do a single audit in accordance with OMB Circular No. A-133 are not required to have a financial audit in the same year. However, nonfederal 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 Government Auditing Standards issued by the Comptroller General of the United State (GAGAS), which are applicable to financial audits.

2. All audits must be conducted annually, except where specifically allowed otherwise by laws, regulations or County policy.

3. Audit reports must identify each County program covered in the audit by contract number, contract amount and contract period. 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 hereinbefore.

II. AUDIT REPORTS

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

III. AUDIT RESOLUTION

Within 30 days of issuance of the audit report, the entity must submit to its County supervising department a corrective action plan to address the findings contained in the audit report. Questioned costs and disallowed costs must be resolved according to procedures established by the County in the Contract Administration Manual. The County supervising department will follow up on the implementation of the corrective action plan as it pertains to County programs.

IV. ADDITIONAL AUDIT WORK

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

EXHIBIT E

(INTENTIONALLY OMITTED)

EXHIBIT F

COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION

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

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

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

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

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

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

CONTRACTOR: The Salvation Army (Booth Memorial Center)

PRINCIPAL: Bill A. Dickinson TITLE: DEL ORO DIVISIONAL COMMANDER

SIGNATURE: Bill Dickinson DATE: 8/5/14

View assistance for SAM.gov

Search Results

Current Search Terms: The* salvation* Army* Booth* memorial* center*

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

No records found for current search.

Glossary

Search Results

Entity

Exclusion

Search Filters

By Record Status

By Functional Area - Entity Management

By Functional Area - Performance Information

View assistance for SAM.gov

Search Results

Current Search Terms: Bill* A. dickinson*

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

No records found for current search.

Glossary

Search Results

Entity

Exclusion

Search Filters

By Record Status

By Functional Area - Entity Management

By Functional Area - Performance Information

COB

ALAMEDA COUNTY BOARD OF SUPERVISORS
MINUTE ORDER

The following action was taken by the Alameda County Board of Supervisors on 07/29/2014

Approved as Recommended (•) **Other** ( )

Unanimous [ ] **Chan:** [X] **Haggerty:** [ ] **Miley:** [ ] **Valle:** [ ] **Carson:** [ ] - [4]
Vote Key: N=No; A=Abstain; X=Excused

Documents accompanying this matter:

Contract: C-2014-95
Resolution: R-2014-245

Documents to be signed by Agency/Purchasing Agent:

File No. 29409
Item No. 4

Copies sent to:
J. Villaflor, K. Chen, R. Ramil & Auditor

Special Notes:
Alternative Payment Contract No. CAPP-4000, General Fund, Project No. 01-2401-00-4

I certify that the foregoing is a correct copy of a Minute Order adopted by the Board of Supervisors, Alameda County, State of California.

ATTEST:
Clerk of the Board
Board of Supervisors

By: Ramilca Ramil
Deputy

AGENDA_____July 29, 2014

Alameda County
Social Services Agency

Lori A. Cox
Agency Director

Thomas L. Berkley Square
2000 San Pablo Avenue, Fourth Floor
Oakland, California 94612
510-271-9100 / Fax: 510-271-9108
ssadirector@acgov.org
http://alamedasocialservices.org

June 19, 2014

Honorable Board of Supervisors
Administration Building
Oakland, CA 94612

Dear Board Members:

SUBJECT: Request for approval of Alternative Payment Child and Development Contracts for FY 2014-2015.

RECOMMENDATIONS:

A. Approve and authorize the President of the Board to sign Alternative Payment Contract Number CAPP-4000, General Fund, Project No. 01-2401-00-4, with the California Department of Education in the amount of $730,334 for Child Care and Development Services effective July 1, 2014 through June 30, 2015;

B. Approve four (4) service agreements to current CBO Master Contractors at FY 2014-2015 award levels funded through the Contract Number CAPP-4000, totaling $673,777 for specific Resource and Referral and Alternate Payment Provider Child Care contractors as detailed in Attachment A, and delegate authority to the Social Services Agency (SSA) Director, or designee, to sign and execute the contracts under the master contracting process;

C. Approve FY 2014-2015 funding distributions for six (6) service agreements totaling $139,592 to CBO Master Contractors - Maintenance of Effort (MOE) Child Care providers as detailed in Attachment A and delegate authority to the SSA Director, or designee, to sign and execute the contracts under the master contracting process; and,

D. Approve and authorize the President of the Board to sign additional Agreement Attachments: 1) Contractor Certification Clauses; 2) Resolution entering into a transaction with the California Department of Education to provide child care and development services; and 3) Federal Certifications for Lobbying, Debarment, Suspension, Other Responsibility Matters and Drug Free Workplace Requirements.

SUMMARY/DISCUSSION:

This letter requests action by your Board to approve FY 2014-2015 contract award distributions among contractors for the Alternative Payment Child Care and Development contracts. These funds were awarded to child care providers and designated Resource and Referral (R&R) contractors and Alternate Payment (AP) Providers to support child care services to children who are at risk of abuse or neglect, and to children whose families are receiving CalWORKs funds and are working or in job training programs.

In order to leverage CAPP-4000 funding from the State, Alameda County provides matching funds in the amount of $139,592, which support additional MOE provider childcare services.

The total amount of funds available for FY 2014-2015 Alternative Payment Maximum Child Care and Development Programs is $730,334, of which $673,777 is allotted to contracted services and $56,557 is allotted to program administration.

SELECTION/CRITERIA PROCESS:

On July 30, 2013, (File No. 28951, Item No. 8), all of the contractors listed on Attachment A were previously approved by your Board. All were recommended according to the County's contracting policy. The contracts were determined according to the contractors' specialized skills, services and geographical locations. All contractors are located in the County of Alameda. All of the providers listed on Attachment A are non-profit community based organizations that are exempt from the County's SLEB policy.

FINANCING:

The FY 2014-2015 final budget includes funds for this request. There are no new net County costs.

Sincerely,

Lori A. Cox
Agency Director

V Drive:/Boardletters/2014/07.29.14. CAPP4000

Form 110-8 Rev 10/16/13

COMMUNITY BASED ORGANIZATION
MASTER CONTRACT EXHIBIT A & B COVERSHEET

Dept Name: **SSA/Department of Children & Family Services** Vendor ID #: **27819** Board PO #: _____

Bus Unit: **SOCSA** Master Contract #: **900153** Procurement Contract #: **10483** Budget Year: **2015**

Acct #	Fund #	Dept #	Program #	Subclass #	Project / Grant #	Amount to be Encumbered	Total Contract Amount
610341	**10000**	**320100**	**36001**			**$391,419**	**$391,419**

Justification if partial encumbrance or liquidation requested: _____

Federal Funds Waiver #: **NA** Contract Maximum: **$391,419**

Procurement Contract Begin Date: **July 1, 2014** Expire Date: **June 30, 2015** Period of Funding From: **July 1, 2014** To: **June 30, 2015**

Department Contact: **Ramil C. Rivera** Telephone #: **510-271-9165** QIC Code: **20203**

Contractor Name: **Bananas, Inc.**

Project Name: **CAPP Child Care and Development Services**

Contractor Address: **5232 Claremont Ave, Oakland, CA. 94618**

Remittance Address: **(Same as above)** ALCOLINK Vendor Address #: **1**

BOS Dist. #: **5**

Contractor Telephone #: **510-658-9415 x186** Fax #: **510-658-3550** E-mail (Signatory): **rich@bananasinc.org**

Contractor Contact Person: **Cate Ejied** E-mail (Contact): **cate@bananasinc.org**

Contract Service Category: **R&R Contractor under CAPP-4000**

Estimated Units of Service: **Refer to contract exhibits**

Method of Reimbursement (Invoicing Procedures): **Based on State Reporting Requirements**

History of Funding:	Original	Amendment #1	Amendment #2	Amendment #3	Amendment #4
Funding Level	**$391,419**				
Amount of Encumbrance	**$391,419**				
File Date	**7/29/14**				
File / Item #	**29409/ No. 4**				
Reason	**Board Action**				

Funding Source Allocation:

Federal - CFDA #: 93-596	State	County
$195,709.50	**$195,709.50**	

The signatures below signify that the attached Exhibits A and B have been received, negotiated and finalized. The Contractor also signifies agreement with all provisions of the Master Contract.

DEPARTMENT

By _____
Signature

Lori A. Cox
Print or Type Name

Title **Agency Director** Date 09/03/14

RECEIVED
SEP 04 2014
CLERK & BOARD OF SUPERVISORS

CONTRACTOR

By _____
Signature

Dr. Richard Winefield
Print or Type Name

Title **Executive Director** Date 7/22/14

By _____

Print or Type Name

Title _____ Date _____

EXHIBIT A

PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS

Contracting Department	Department of Children and Family Services (DCFS)
Contractor Name	Bananas, Inc.
Contract Period	July 1, 2014 – June 30, 2015
Type of Services	R&R Contractor under CAPP-4000
Contract Number (PO #)	

I. PROGRAM NAME

California Alternative Payment Program (CAPP) – Child Care and Development Services

II. CONTRACTED SERVICES

Contractor shall provide: Resource and Referral and Alternative Payment Services for childcare.

III. PROGRAM INFORMATION AND REQUIREMENTS

A. Program Goal

To provide respite services to eligible Alameda County families.

B. Program Requirements

1. This program provides short-term emergency services to low-income families under the guidelines of the California Department of Education.

2. The California Department of Education, Child Development Division (CDE/CDD) subsidizes childcare services for eligible families through its Alternative Payment Program (**AP Contract #01-2401-00-4 CAPP**).

3. Priority for services through the program is given to children who are receiving child protective services through local County Welfare Department or identified by a legal, medical, social service agency, or emergency shelter as abused, neglected, or exploited, or at risk of abuse, neglect, or exploitation.

4. Second Priority: All children and families who are not within the first priority for admission shall be admitted in accordance with family income, with the lowest per capita income admitted first. For purposes of determining the order of admission, public assistance grants are counted as income. If two (2) or more families have comparable per capita income, the family that has been on the waiting list the longest shall be admitted first.

5. Alameda County is permitted to subcontract its Alternative Payment (AP) funding to local Child Care Resource and Referral (R&R) agencies that are currently contracting with CDD.

6. This subcontract with Bananas, Inc. R&R ensures the continuance of the County AP Program with the County as Prime CDD contractor and Bananas, Inc. R&R as subcontractor (Contractor).

C. Target Population

Contractor shall provide services to the following populations: As described in Section III, #B above.

D. Hours/Days of Operation

- Monday through Thursday: 9:40am to 4:30pm, and
- Friday: 9:30am to 12:30pm.

E. Service Area and Service Delivery Sites

Northern Alameda County; 5232 Claremont Avenue, Oakland, CA 94618

F. Service Criteria

- Families must be referred by Child Protective Services (CPS), qualified legal, medical, and Social Services Agency or emergency shelter staff.

- Second priority will be given to low-income families with the greatest need.

G. Certification/Licensure

NA

H. Minimum Staffing Qualifications

Contractor shall have and maintain current job descriptions on file with the Department for all personnel whose salaries, wages, and benefits are reimbursable in whole or in part under this agreement. Job descriptions shall specify the minimum qualifications for services to be performed and shall meet the requirements of the Department. Contractor shall submit revised job descriptions meeting the approval of the Department prior to implementing any changes or employing persons who do not meet the minimum qualifications on file with the Department.

IV. REPORTING REQUIREMENTS

A. Submission of monthly CD 9500's and monthly invoices to Alameda County (refer to Exhibit B, Section III, A-D).

B. Submission of Annual Financial Audit Report, which includes an Audited Fiscal Report (AUD form) to CDE by November 3, 2014 (refer to Exhibit B, Section III, E-F).

V. CDD EVALUATION AND PERFORMANCE REQUIREMENTS

Contractor will comply with all CDD Terms and Conditions for the AP Program including family certifications, parent counseling on child care choices, administering provider contracts and payments, ensuring provider eligibility for payment, collection and accounting of parenting fees, and ensuring confidentiality of family and provider files.

VI. SSA EVALUATION AND MONITORING REQUIREMENTS

The Social Services Agency (SSA) DCFS staff, SSA Contracts Office Liaison and/or a member of the SSA Program Evaluation and Research Unit (PERU) may at any time, upon one week's notice, monitor and conduct an evaluation of operations, which may include site visits and reviews of Contractor's financial records and other records and materials to determine progress in the achievement of program goals and objectives and service criteria and requirements as specified within this agreement. A final report will be prepared by the Contracts Office Liaison to provide feedback on areas of compliance and/or non-compliance. Contractor shall submit a written corrective action plan to the Contracts Office Liaison in response to all findings of non-compliance. A follow-up monitor visit will be conducted to insure that all corrective action measures have been completed and contractor is in compliance with contract requirements. Should subcontractors be utilized, Contractor will be responsible for monitoring all subcontractors under this agreement.

VII. ENTIRETY OF AGREEMENT

Contractor shall abide by all provisions of the Community Based Organization Master Contract General Terms and Conditions, all Exhibits, and all Attachments that are associated with and included in this contract.

VIII. CONTRACTOR RESPONSIBILITIES – CLIENT GRIEVANCE POLICY

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

IX. LANGUAGE ACCESS REQUIREMENT FOR CONTRACTORS

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

ATTACHMENT A

CLIENT GRIEVANCE POLICY

WHAT TO DO IF YOU HAVE A GRIEVANCE

If you have a complaint about the performance of **(INSERT NAME OF CONTRACTOR)** staff, and/or you feel you have been treated unfairly, the following are the steps you should take to have your complaint heard:

1. Talk privately to the person with whom you have the problem. We encourage you to try first to work out the problem in an open and informal way.

2. If you do not feel comfortable talking with the person with whom you have the problem, or you do talk with them and are not satisfied with the outcome, you may make an appointment to speak with or submit a written complaint (which may be in your own language) to **(INSERT NAME OF CONTRACTOR)** Executive Director or designee. If you have good cause to use another medium to communicate your complaint, such as a tape recording, you may do so. The Executive Director or designee shall meet with you or provide you with a written response to your written complaint within ten (10) working days of the meeting or receipt of your written complaint.

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

Alameda County Social Services Agency
Administrative Offices
2000 San Pablo Avenue
Oakland, CA 94612
Attn: Lori A. Cox
Social Services Agency Director
(510) 271-9100

I certify that the information in this document was explained to my satisfaction in my own language and a copy of this form was given to me.

_____
Client's Name (printed)

_____ _____
Client's Signature Date

ANEXO A

POLITICA PARA QUEJAS DE CLIENTES

QUE HACER SI USTED TIENE UNA QUEJA

Si usted tiene una queja acerca del rendimiento de **(INSERT NAME OF CONTRACTOR)** personal, y/o usted siente que se le ha tratado injustamente, los siguientes son los pasos que tendrá que seguir para que su queja sea escuchada:

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

2. Si usted no se siente cómodo hablando con la persona con quien usted tiene el problema, o habla con esa persona y no esta satisfecho/a con los resultados, usted puede hacer una cita para hablar con, o someter una queja por escrito (cual puede ser en su propio idioma) al **(INSERT NAME OF CONTRACTOR)** Director Ejecutivo o su representante. Si tiene una buena razón para utilizar otro medio de comunicar su queja, así como una cinta de grabación, lo podrá hacer. El Director Executivo o su representante se reunirá con usted o le proveerá una respuesta por escrito a su queja durante diez (10) días hábiles de su cita o de haber recibido su queja por escrito.

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

Agencia de Servicios Sociales del Condado de Alameda
Oficinas Administrativas
2000 Avenida San Pablo
Oakland, CA 94612
Atención: Lori A. Cox
Directora de la Agencia de Servicios Sociales
(510) 271-9100

Certifico que la información en este documento fue explicada para mi entera satisfacción y en mi propio idioma y que una copia de este formulario me fue dada.

_____
Nombre del Cliente (favor de imprimir)

_____ _____
Firma del Cliente Fecha

ATTACHMENT B
(Revised: 07/01/12)

LANGUAGE ACCESS REQUIREMENTS FOR CONTRACTORS

I. The Alameda County Social Services Agency (SSA) has developed and adopted a Master Plan on Language Access to ensure its limited-English proficient (LEP) clients are provided with language accessible services and communications. Under the plan's provisions, community-based organizations (CBOs)/contractors whose services are contracted by the SSA:

A. Shall clearly disclose language access capabilities in relationship to the population served.
B. Shall have a plan in place—available for review upon request by County staff—for referring clients whose language needs the contractor can't accommodate.
C. Shall permit County staff to conduct ongoing monitoring of contracted services for compliance with provisions of the County's Language Access Plan.
D. Shall provide the County with a list and copies of all printed contract-related marketing/promotional/education-related materials (including languages materials are printed in).

II. The SSA shall aid contracted CBOs in expanding language interpretation services through:

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

EXHIBIT B

TERMS OF PAYMENT

Contracting Department	Department of Children and Family Services (DCFS)
Contractor Name	Bananas, Inc.
Contract Period	July 1, 2014 – June 30, 2015
Type of Services	R&R Contractor under CAPP-4000
Contract Number (PO #)	
Contract Amt/Max	$391,419.00

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 – See Exhibit B-1

B. Agency Composite Budget – See Exhibit B-2

II. TERMS AND CONDITIONS OF PAYMENT

A. Contract Amount/Maximum

- The County agrees to compensate Contractor a maximum of **$391,419.00** for this contract period. Reimbursement shall include the cost of child care paid to the child care providers plus administrative and support services cost of the alternative program. The total cost for administrative and support services shall not exceed an amount equal to 17.5 percent (17.5%) of the total contract amount.

- Of this amount, at least 82.5 percent (82.5%) must be payments for direct services, and no more than 17.5 percent (17.5%) may be for support services and administrative costs together. Administrative costs alone cannot exceed the cost allowable pursuant to EC 8223, 5CCR, Section 18034 (c).

- Contractor will maintain separate expenditures for each source category to remain in compliance with state CDE requirements.

- **Funding beyond June 30, 2015 is not guaranteed.**

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 Contract Liaison prior to billing the County.

No supplemental billing will be accepted without Contractor's prior notification and approval by SSA Contract Liaison 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 (via e-mail) request to the SSA Contract Liaison for any contract budget adjustment with justification for requested expenditure revisions inclusive of specific impacts to current services being delivered. If impacts to contracted services levels are significant the SSA Contract Liaison will consult and obtain approval from the relevant Program department.

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 will submit an invoice and CD9500 report to County, **no later than the 10th of each month following the service month.**

B. A final CD9500 report will be submitted to County by **no later than July 11, 2015**.

C. Payments to Contractor by County may be contingent upon filing of CD9500 reports due to County.

D. Contractor may bill County monthly in arrears or less frequently at Contractor's option, for payment made to eligible cases under rates and provisions of Exhibit A herein.

E. As required by California Department of Education (CDE), Contractor will mail an Annual Financial Audit Report, which **must include an Audited Fiscal Report (AUD form) by November 3, 2014** to:

California Department of Education
Audits and Investigations Division
1430 N Street, Suite5319
Sacramento, CA. 95814

Attention: Audit Reports Review Section

Refer to the CDE Audit Guidelines at: http://www.cde.ca.gov/fg/au/pm/

F. Contractor will email the completed Audit Report to the contract liaison **by November 3, 2014** to confirm the Annual Financial Audit Report was sent.

G. The term of this contract is July 1, 2014 through June 30, 2015.

IV. FUNDING AND REPORTING REQUIREMENTS

Funding under this contract shall not duplicate funding from other sources. Should other funding duplicate funding under this contract, the invoices to Alameda County will be reduced accordingly by the amount of duplicate funding.

V. TERMINATION PROVISIONS

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

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

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.

Termination By Mutual Agreement -- County and Contractor may otherwise agree in writing to terminate this Agreement in a manner consistent with mutually agreed upon specific terms and conditions.

EXHIBIT B-1

FUNDED PROGRAM BUDGET

	TOTAL FY 14-15 BUDGET
REVENUE	
CAPP CONTRACT	391,419
Program Support - Parent Fees	-
TOTAL REVENUE	**391,419**

	TOTAL FY 14-15 BUDGET
EXPENSES	
Salaries and Wages	39,216
Employee Benefits	19,525
Provider Payments	322,921
Insurance	363
Professional Fees	3,123
Travel/Conferences	-
Rent	3,264
Utilities	1,119
Office Expense	1,222
Telephone	337
Communications	124
Miscellaneous/Bank Charges/Othe	205
TOTAL EXPENSES	391,419
TOTAL SURPLUS (DEFICIT)	**0**

EXHIBIT B-2

AGENCY COMPOSITE BUDGET

	FY 14-15 PROPOSED BUDGET
REVENUE	
EARNED	
CA Dept of Education	7,098,128
County of Alameda	720,435
First 5 of Alameda	916,250
City of Berkeley	287,851
Other Contract Revenue	291,782
Program Support/Fees for Service	252,754
Rental Income	8,048
Other Income	-
TOTAL EARNED	**9,575,248**
CONTRIBUTED	
Individual	156,500
Foundation	65,000
Corporate	
TOTAL CONTRIBUTED	**221,500**
ENDOWMENT	
Interest/Investment Income	30,000
Net Realized/Unrealized	
Gain (Loss) on Investments	46,737
TOTAL ENDOWMENT	**76,737**
TOTAL REVENUE	**9,873,485**

	FY 14-15 BUDGET
EXPENSES	
Salaries and Wages	1,948,744
Employee Benefits	802,326
Provider Payments	6,392,461
Professional Fees	266,460
Annual Fund Mailings	13,550
Insurance	16,512
Travel/Conferences	25,277
Rent	144,000
Utilities	43,413
Office Expense/Training Materials	153,298
Telephone/Online	21,470
Equipment Purchases	-
Dues/Subscriptions	6,126
Communications	4,323
Miscellaneous/Bank Charges	22,434
Depreciation	13,091
TOTAL EXPENSES	**9,873,485**
TOTAL SURPLUS (DEFICIT)	**0**

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:

A	**Commercial General Liability** Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	**Commercial or Business Automobile Liability** All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	**Workers' Compensation (WC) and Employers Liability (EL)** Required for all contractors with employees	WC: Statutory Limits EL: $100,000 per accident for bodily injury or disease
D	**Professional Liability/Errors & Omissions** Includes endorsements of contractual liability	$1,000,000 per occurrence $2,000,000 project aggregate
E	**Endorsements and Conditions:** 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: – Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party), or at minimum named as an "Additional Insured" on the other's policies. – Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured. 7. **CANCELLATION OF INSURANCE:** All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation. 8. **CERTIFICATE OF INSURANCE:** Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The require certificate(s) and endorsements must be sent to: - Contracts Office / 2000 San Pablo Ave. 4th floor, Oakland, CA 94612	

BANAN-1 OP ID: EM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/10/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Granite Insurance & E-COMP 6600 Koll Center Parkway #100 Pleasanton, CA 94566 Edwin Minassian	CONTACT NAME: Charles Michael Mansel PHONE (A/C, No, Ext): 925-462-8400 FAX (A/C, No): 925-462-8888 E-MAIL ADDRESS:
INSURED BANANAS, Inc 5232 Claremont Ave Oakland, CA 94618	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Nonprofits Insurance Alliance INSURER B : State Compensation Ins. Fund INSURER C : Continental Casualty Company INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [ ] Social Serv Prof GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	X		2014-05329-NPO	07/01/2014	07/01/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 20,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			2014-05329-NPO	07/01/2014	07/01/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (PER ACCIDENT)	$ 1,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		9105146-2014	07/01/2014	07/01/2015	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Directors and Offi			425174652	07/01/2014	07/01/2015	Limit	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

County of Alameda, its Board of Supervisore, the individual members thereof, and all County officers, agents, employees and representatives are Additional Insured as respects to General Liability per Form CG2026 0704 attached to the policy.

CERTIFICATE HOLDER

Alameda County, its Board & Employees Alameda County Social Services Agency
2000 San Pablo Ave., 4th Floor
Oakland, CA 94612

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives are Additional Insured as respects to General Liability per Form CG2026 0704 attached to the policy.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

A. In the performance of your ongoing operations; or

B. In connection with your premises owned by or rented to you.

EXHIBIT D

AUDIT REQUIREMENTS

The County contracts with various organizations to carry out programs mandated by the Federal and State governments or sponsored by the Board of Supervisors. Under the Single Audit Act Amendments of 1996 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.

The County discharges this responsibility by reviewing audit reports submitted by contractors and through other monitoring procedures.

I. AUDIT REQUIREMENTS

A. Funds from Federal Sources:

1. Nonfederal entities which are determined to be subrecipients by the supervising department according to§__.210 of OMB Circular No. A-133 and which expend annual Federal awards in the amount specified in §__.200 (b) of OMB Circular No. A-133 are required to have a single audit in accordance with §__.500 of OMB Circular No. A-133.

2. When a nonfederal entity expends annual Federal awards in the amount specified in §__.200 (a) of OMB Circular No. A-133 under only one Federal program (excluding R&D) and the Federal program's laws, regulations, or grant agreements do not require a financial statement audit, the nonfederal entity may elect to have a program-specific audit conducted in accordance with §__.235 of OMB Circular No. A-133.

3. Nonfederal entities which expend annual Federal awards in the amount specified in §__.200 (d) of OMB Circular No. A-133 are exempt from the single audit requirement except that the County may require a limited-scope audit in accordance with §__.230 (b) (2) of OMB Circular No. A-133.

B. Funds from All Sources:

Nonfederal 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 Government Auditing Standards covering all County programs.

2. Less than $100,000 are exempt from these audit requirements except as otherwise noted in the contract.

Nonfederal entities that are required to have or choose to do a single audit in accordance with OMB Circular No. A-133 are not required to have a financial audit in the same year. However, nonfederal 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 Government Auditing Standards issued by the Comptroller General of the United State (GAGAS), which are applicable to financial audits.

2. All audits must be conducted annually, except where specifically allowed otherwise by laws, regulations or County policy.

3. Audit reports must identify each County program covered in the audit by contract number, contract amount and contract period. 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 hereinbefore.

II. AUDIT REPORTS

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

III. AUDIT RESOLUTION

Within 30 days of issuance of the audit report, the entity must submit to its County supervising department a corrective action plan to address the findings contained in the audit report. Questioned costs and disallowed costs must be resolved according to procedures established by the County in the Contract Administration Manual. The County supervising department will follow up on the implementation of the corrective action plan as it pertains to County programs.

IV. ADDITIONAL AUDIT WORK

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

EXHIBIT E

(INTENTIONALLY OMITTED)

EXHIBIT F

COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION

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

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

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

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

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

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

CONTRACTOR: **Bananas, Inc.**

PRINCIPAL: **Dr. Richard Winefield** TITLE: **Executive Director**

SIGNATURE: _____ DATE: 7/22/14

View assistance for SAM.gov

Search Results

Current Search Terms: bananas* Inc.*

Your search for "Bananas* Inc.*" returned the following results...

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

Entity	**Bananas Inc**	Status: **Active**
DUNS: 050433671	**CAGE Code: 75H86**	View Details
Has Active Exclusion?: No	**DoDAAC:**	
Expiration Date: 06/30/2015	**Delinquent Federal Debt? No**	

Glossary

Search Results

Entity

Exclusion

Search Filters

By Record Status

By Functional Area - Entity Management

By Functional Area - Performance Information

View assistance for SAM.gov

Search Results

Current Search Terms: richard* winefield*

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

No records found for current search.

Glossary

Search Results

Entity

Exclusion

Search Filters

By Record Status

By Functional Area - Entity Management

By Functional Area - Performance Information

ALAMEDA COUNTY BOARD OF SUPERVISORS
MINUTE ORDER

The following action was taken by the Alameda County Board of Supervisors on 07/29/2014

Approved as Recommended ◉ **Other** ○

Unanimous ☐ **Chan:** [X] **Haggerty:** [ ] **Miley:** [ ] **Valle:** [ ] **Carson:** [ ] - [4]
Vote Key: N=No; A=Abstain; X=Excused

Documents accompanying this matter:

Contract: C-2014-95
Resolution: R-2014-245

Documents to be signed by Agency/Purchasing Agent:

File No. 29409
Item No. 4

Copies sent to:
J. Villaflor, K. Chen, R. Ramil & Auditor

Special Notes:
Alternative Payment Contract No. CAPP-4000, General Fund, Project No. 01-2401-00-4

I certify that the foregoing is a correct copy of a Minute Order adopted by the Board of Supervisors, Alameda County, State of California.

ATTEST:
Clerk of the Board
Board of Supervisors

By: _____
Deputy

AGENDA_____July 29, 2014

Alameda County
Social Services Agency

Lori A. Cox
Agency Director

Thomas L. Berkley Square
2000 San Pablo Avenue, Fourth Floor
Oakland, California 94612
510-271-9100 / Fax: 510-271-9108
ssadirector@acgov.org
http://alamedasocialservices.org

June 19, 2014

Honorable Board of Supervisors
Administration Building
Oakland, CA 94612

Dear Board Members:

SUBJECT: Request for approval of Alternative Payment Child and Development Contracts for FY 2014-2015.

RECOMMENDATIONS:

A. Approve and authorize the President of the Board to sign Alternative Payment Contract Number CAPP-4000, General Fund, Project No. 01-2401-00-4, with the California Department of Education in the amount of $730,334 for Child Care and Development Services effective July 1, 2014 through June 30, 2015;

B. Approve four (4) service agreements to current CBO Master Contractors at FY 2014-2015 award levels funded through the Contract Number CAPP-4000, totaling $673,777 for specific Resource and Referral and Alternate Payment Provider Child Care contractors as detailed in Attachment A, and delegate authority to the Social Services Agency (SSA) Director, or designee, to sign and execute the contracts under the master contracting process;

C. Approve FY 2014-2015 funding distributions for six (6) service agreements totaling $139,592 to CBO Master Contractors - Maintenance of Effort (MOE) Child Care providers as detailed in Attachment A and delegate authority to the SSA Director, or designee, to sign and execute the contracts under the master contracting process; and,

D. Approve and authorize the President of the Board to sign additional Agreement Attachments: 1) Contractor Certification Clauses; 2) Resolution entering into a transaction with the California Department of Education to provide child care and development services; and 3) Federal Certifications for Lobbying, Debarment, Suspension, Other Responsibility Matters and Drug Free Workplace Requirements.

SUMMARY/DISCUSSION:

This letter requests action by your Board to approve FY 2014-2015 contract award distributions among contractors for the Alternative Payment Child Care and Development contracts. These funds were awarded to child care providers and designated Resource and Referral (R&R) contractors and Alternate Payment (AP) Providers to support child care services to children who are at risk of abuse or neglect, and to children whose families are receiving CalWORKs funds and are working or in job training programs.

In order to leverage CAPP-4000 funding from the State, Alameda County provides matching funds in the amount of $139,592, which support additional MOE provider childcare services.

The total amount of funds available for FY 2014-2015 Alternative Payment Maximum Child Care and Development Programs is $730,334, of which $673,777 is allotted to contracted services and $56,557 is allotted to program administration.

SELECTION/CRITERIA PROCESS:

On July 30, 2013, (File No. 28951, Item No. 8), all of the contractors listed on Attachment A were previously approved by your Board. All were recommended according to the County's contracting policy. The contracts were determined according to the contractors' specialized skills, services and geographical locations. All contractors are located in the County of Alameda. All of the providers listed on Attachment A are non-profit community based organizations that are exempt from the County's SLEB policy.

FINANCING:

The FY 2014-2015 final budget includes funds for this request. There are no new net County costs.

Sincerely,

Lori A. Cox
Agency Director

V Drive:/Boardletters/2014/07.29.14. CAPP4000

ATTACHMENT A

DISTRIBUTION OF CALIFORNIA DEPARTMENT OF EDUCATION
CHILD CARE AND DEVELOPMENT CONTRACT

CAPP-4000

ALTERNATIVE PAYMENT FUNDS FOR FISCAL YEAR 2014/2015
MAINTENANCE OF EFFORT (MOE) FOR FISCAL YEAR 2014/2015

Agency	Master #	Procurement#	*Service*	Contract Amount	*Location*	*Principal*
Resource & Referral (R&R) Contractors						
Community Child Care Council (4C's) of Alameda County	900164	10485	R&R Provider	$116,837	Hayward	Renee Herzfeld
Bananas, Inc.	900153	10483	R&R Provider	$391,419	Oakland	Richard Winefield
Child Care Links	900158	10481	R&R Provider	$116,837	Pleasanton	Carol Thompson
Alternative Payment (AP) Providers						
Davis Street Community Center	900086	10489	AP Provider	$48,684	San Leandro	Rose Johnson
Total Funding Awards				**$673,777**		
Administrative Cost allowed to SSA				$56,557		
TOTAL CAPP 4000				**$730,334**		
Maintenance of Effort (MOE) Providers						
Ephesians Children's Center	900654	10488	Child Care	$12,977	Berkeley	Newt McDonald
The Salvation Army (Booth Memorial Center)	900701	10496	Child Care	$14,425	Oakland	Ron Strickland
Saint Vincent's Day Home, Inc.	900657	10495	Child Care	$34,220	Oakland	Corinne Mohrmann
Supporting Future Growth Child Development Center	900658	10494	Child Care	$12,802	Oakland	Deborah McFadden
Kidango, Inc.	900186	10493	Child Care	$50,653	Fremont	Paul Miller
24 Hour Oakland Parent Teacher Children Center	900653	10502	Child Care	$14,515	Oakland	Nina Tanner-Smith
MOE Child Care Providers				**$139,592**		
TOTAL				**$869,926**		

Form 110-8 Rev 10/16/13

COMMUNITY BASED ORGANIZATION
MASTER CONTRACT EXHIBIT A & B COVERSHEET

Dept Name: **SSA/Department of Children & Family Services** Vendor ID #: **27686** Board PO #: _____

Bus Unit: **SOCSA** Master Contract #: **900653** Procurement Contract #: **10502** Budget Year: **2015**

Acct #	Fund #	Dept #	Program #	Subclass #	Project / Grant #	Amount to be Encumbered	Total Contract Amount
640001	**10000**	**320100**	**36001**			**$14,515**	**$14,515**

Justification if partial encumbrance or liquidation requested: _____

Federal Funds Waiver #: **NA** Contract Maximum: **$14,515**

Procurement Contract Begin Date: **July 1, 2014** Expire Date: **June 30, 2015** Period of Funding From: **July 1, 2014** To: **June 30, 2015**

Department Contact: **Ramil C. Rivera** Telephone #: **510-271-9165** QIC Code: **20203**

Contractor Name: **24 Hour Oakland Parent Teacher Children Center**

Project Name: **Child Care Services**

Contractor Address: **4700 International Blvd., Oakland, CA. 94601**

Remittance Address: **Same as above** ALCOLINK Vendor Address #: **1**

BOS Dist. #: **3**

Contractor Telephone #: **510-534-6030/510-532-0574** Fax #: **510-534-9140** E-mail (Signatory): carraway2@aol.com

Contractor Contact Person: **Gwen Bell-Babove** E-mail (Contact): carraway2@aol.com

Contract Service Category: **Maintenance of Effort (MOE) – Child Care Services**

Estimated Units of Service: **As defined in Exhibit A & B**

Method of Reimbursement (Invoicing Procedures): **Monthly Invoice with Service Report**

History of Funding:	Original	Amendment #1	Amendment #2	Amendment #3	Amendment #4
Funding Level	**$14,515**				
Amount of Encumbrance	**$14,515**				
File Date	**7/29/14**				
File / Item #	**29409 / No. 4**				
Reason	**Board Action**	**Board Action**			

Funding Source Allocation:

Federal - CFDA #: NA	State	County
		$14,515

The signatures below signify that the attached Exhibits A and B have been received, negotiated and finalized. The Contractor also signifies agreement with all provisions of the Master Contract.

DEPARTMENT

By _____
Signature

Lori A. Cox
Print or Type Name

Title **Agency Director** Date 09/03/14

RECEIVED
SEP 04 2014
CLERK & BOARD OF SUPERVISORS

CONTRACTOR

By Nina L Tanner-Smith
Signature

NINA L, TANNER-SMITH
Print or Type Name

Title **Executive Director** Date 7-15-2014

By _____
Gwendolyn J. Bell-Babaye
Print or Type Name

Title Program Coordinator Date 7/18/14

EXHIBIT A

PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS

Contracting Department	Department of Children and Family Services (DCFS)
Contractor Name	24 Hour Oakland Parent Teacher Children Center
Contract Period	July 1, 2014 – June 30, 2015
Type of Services	Child Care Services
Contract Number (PO #)	

I. PROGRAM NAME

Child Care Services – Maintenance of Effort (MOE) Provider

II. CONTRACTED SERVICES AND PROGRAM GOAL

Contractor shall provide: Quality childcare to low-to-moderate-income families through preschool and school age programs for children 3-12 years old (child is no longer eligible on his/her 13th birthday) who meet Title 5 need and eligibility requirements.

III. PROGRAM INFORMATION AND REQUIREMENTS

A. Program Requirements

First priority for services through this program is given to children who are receiving child protective services through local County Social Service Department or identified by a legal, medical, social service agency, or emergency shelter as abused, neglected, or exploited, or at risk of abuse, neglect, or exploitation.

Second priority is given to lowest income families with the greatest need.

Services allow parents an opportunity to secure employment and/or secure career goals while attending school or training programs. CalWORKs families are inclusive.

B. Target Population

Contractor shall provide services to the following populations: To low-to-moderate-income families through preschool and school age programs for children 3-12 years old (child is no longer eligible on his/her 13th birthday)

C. Hours/Days of Operation

- Business Hours: Monday through Friday from 9:00 AM to 5:00 PM.
- Service Hours: Monday through Friday from 7:00 AM to 6:00 PM

D. Service Area and Service Delivery Site

- 4700 International Blvd., Oakland, CA. 94601
- Services will be provided to eligible families residing within the service area of the AP program provider.

E. Service Criteria

- Families must be referred by Child Protective Services (CPS), qualified legal, medical, and Social Services Agency or emergency shelter staff.
- Second priority will be given to low-income families with the greatest need.

F. Staffing and Certification/Licensure

MOE provider staff shall match family needs with available licensed childcare spaces from a regularly updated list of licensed centers and homes within the community.

G. Minimum Staffing Qualifications

Contractor shall have and maintain current job descriptions on file with the Department for all personnel whose salaries, wages, and benefits are reimbursable in whole or in part under this agreement. Job descriptions shall specify the minimum qualifications for services to be performed and shall meet the requirements of the Department. Contractor shall submit revised job descriptions meeting the approval of the Department prior to implementing any changes or employing persons who do not meet the minimum qualifications on file with the Department.

IV. CDD EVALUATION AND PERFORMANCE REQUIREMENTS

Contractor will comply with CDE/CDD defined terms and conditions for the AP program including family certifications, parent counseling on child care choices, administering provider contracts and payments, ensuring provider eligibility for payment, and ensuring confidentiality of family and provider files.

V. SSA EVALUATION AND MONITORING REQUIREMENTS

The Social Services Agency (SSA) DCFS staff, SSA Contracts Office Liaison and/or a member of the SSA Program Evaluation and Research Unit (PERU) may at any time, upon one week's notice, monitor and conduct an evaluation of operations, which may include site visits and reviews of Contractor's financial records and other records and materials to determine progress in the achievement of program goals and objectives and service criteria and requirements as specified within this agreement. A final report will be prepared by the Contracts Office Liaison to provide feedback on areas of compliance and/or non-compliance. Contractor shall submit a written corrective action plan to the Contracts Office Liaison in response to all findings of non-compliance. A follow-up monitor visit will be conducted to insure that all corrective action measures have been completed and contractor is in compliance with contract requirements. Should subcontractors be utilized, Contractor will be responsible for monitoring all subcontractors under this agreement.

VI. ENTIRETY OF AGREEMENT

Contractor shall abide by all provisions of the Community Based Organization Master Contract General Terms and Conditions, all Exhibits, and all Attachments that are associated with and included in this contract.

VII. CONTRACTOR RESPONSIBILITIES – CLIENT GRIEVANCE POLICY

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

VIII. LANGUAGE ACCESS REQUIREMENT FOR CONTRACTORS

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

ATTACHMENT A

CLIENT GRIEVANCE POLICY

WHAT TO DO IF YOU HAVE A GRIEVANCE

If you have a complaint about the performance of **(INSERT NAME OF CONTRACTOR)** staff, and/or you feel you have been treated unfairly, the following are the steps you should take to have your complaint heard:

1. Talk privately to the person with whom you have the problem. We encourage you to try first to work out the problem in an open and informal way.

2. If you do not feel comfortable talking with the person with whom you have the problem, or you do talk with them and are not satisfied with the outcome, you may make an appointment to speak with or submit a written complaint (which may be in your own language) to **(INSERT NAME OF CONTRACTOR)** Executive Director or designee. If you have good cause to use another medium to communicate your complaint, such as a tape recording, you may do so. The Executive Director or designee shall meet with you or provide you with a written response to your written complaint within ten (10) working days of the meeting or receipt of your written complaint.

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

Alameda County Social Services Agency
Administrative Offices
2000 San Pablo Avenue
Oakland, CA 94612
Attn: Lori A. Cox
Social Services Agency Director
(510) 271-9100

I certify that the information in this document was explained to my satisfaction in my own language and a copy of this form was given to me.

_____
Client's Name (printed)

_____ _____
Client's Signature Date

ANEXO A

POLITICA PARA QUEJAS DE CLIENTES

QUE HACER SI USTED TIENE UNA QUEJA

Si usted tiene una queja acerca del rendimiento de **(INSERT NAME OF CONTRACTOR)** personal, y/o usted siente que se le ha tratado injustamente, los siguientes son los pasos que tendrá que seguir para que su queja sea escuchada:

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

2. Si usted no se siente cómodo hablando con la persona con quien usted tiene el problema, o habla con esa persona y no esta satisfecho/a con los resultados, usted puede hacer una cita para hablar con, o someter una queja por escrito (cual puede ser en su propio idioma) al **(INSERT NAME OF CONTRACTOR)** Director Ejecutivo o su representante. Si tiene una buena razón para utilizar otro medio de comunicar su queja, así como una cinta de grabación, lo podrá hacer. El Director Executivo o su representante se reunirá con usted o le proveerá una respuesta por escrito a su queja durante diez (10) días hábiles de su cita o de haber recibido su queja por escrito.

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

Agencia de Servicios Sociales del Condado de Alameda
Oficinas Administrativas
2000 Avenida San Pablo
Oakland, CA 94612
Atención: Lori A. Cox
Directora de la Agencia de Servicios Sociales
(510) 271-9100

Certifico que la información en este documento fue explicada para mi entera satisfacción y en mi propio idioma y que una copia de este formulario me fue dada.

_____
Nombre del Cliente (favor de imprimir)

_____ _____
Firma del Cliente Fecha

ATTACHMENT B
(Revised: 07/01/12)

LANGUAGE ACCESS REQUIREMENTS FOR CONTRACTORS

I. The Alameda County Social Services Agency (SSA) has developed and adopted a Master Plan on Language Access to ensure its limited-English proficient (LEP) clients are provided with language accessible services and communications. Under the plan's provisions, community-based organizations (CBOs)/contractors whose services are contracted by the SSA:

A. Shall clearly disclose language access capabilities in relationship to the population served.
B. Shall have a plan in place—available for review upon request by County staff—for referring clients whose language needs the contractor can't accommodate.
C. Shall permit County staff to conduct ongoing monitoring of contracted services for compliance with provisions of the County's Language Access Plan.
D. Shall provide the County with a list and copies of all printed contract-related marketing/promotional/education-related materials (including languages materials are printed in).

II. The SSA shall aid contracted CBOs in expanding language interpretation services through:

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

EXHIBIT B

TERMS OF PAYMENT

Contracting Department	Department of Children and Family Services (DCFS)
Contractor Name	24 Hour Oakland Parent Teacher Children Center
Contract Period	July 1, 2014 – June 30, 2015
Type of Services	Child Care Services
Contract Number (PO #)	
Contract Amt/Max	$14,515.00

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 – See Exhibit B-1

B. Agency Composite Budget – See Exhibit B-2

II. TERMS AND CONDITIONS OF PAYMENT

A. Contract Amount/Maximum

- 24 Hour Oakland Parent Teacher Children Center shall submit invoices not to exceed the contract maximum of **$14,515.00**.
- **The term of this agreement is July 1, 2014 through June 30, 2015.**

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 Contract Liaison prior to billing the County.

No supplemental billing will be accepted without Contractor's prior notification and approval by SSA Contract Liaison 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 (via e-mail) request to the SSA Contract Liaison for any contract budget adjustment with justification for requested expenditure revisions inclusive of specific impacts to current services being delivered. If impacts to contracted services levels are significant the SSA Contract Liaison will consult and obtain approval from the relevant Program department.

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 AND REPORTING PROCEDURES

A. The Alameda County Social Services Agency (SSA) will reimburse AP Contractor for services provided under the terms of this contract (as described in Exhibit A).

Eighty five per cent (85%) of the allocated amount shall be for direct services and no more than fifteen percent (15%) may be used for administrative cost. The total amount available under this contract is **$14,515.00.**

MOE Contractor shall submit monthly invoices for services rendered under the terms of this contract to the SSA Department Contract Liaison at the following address:

Alameda County Social Services Agency- Contracts Office
2000 San Pablo Ave., 4th Floor
Oakland, CA 94612
Attn: Ramil Rivera/Program Financial Specialist

All invoices shall include the number of children provided services plus ID information, as well as the total amount claimed for each category of service (direct services & administrative cost).

MOE Contractor shall also submit to SSA, with monthly invoice due by the 10th business day of the month following the service month, a copy of State report EDD801A/CDD 801A. Invoices shall not exceed the contract maximum amount of **$14,515.00.**

B. As required by California Department of Education (CDE), Contractor will mail an Annual Financial Audit Report, which **must include an Audited Fiscal Report (AUD form) by November 3, 2014** to:

California Department of Education
Audits and Investigations Division
1430 N Street, Suite5319
Sacramento, CA. 95814
Attention: Audit Reports Review Section

Refer to the CDE Audit Guidelines at: http://www.cde.ca.gov/fg/au/pm/

C. Contractor will email the completed Audit Report to the contract liaison **by November 3, 2014** to confirm the Annual Financial Audit Report was sent.

D. The term of this agreement is July 1, 2014 through June 30, 2015.

IV. RECORDS TO BE MAINTAINED BY THE CONTRACTOR

Individual client records and financial and statistical documents that substantiate the reimbursement service component described in this contract shall be maintained for audit purposes. Personnel records will be maintained for staff members providing services through this program. Staff members will maintain appropriate time sheets.

All individual client records shall be retained in client case folders. The Contractor will maintain records that enable the County to audit and/or evaluate the program. The Contractor may provide some of the information in aggregate or coded form or blocked if necessary to protect client privilege or related ethical responsibilities.

V. FUNDING REQUIREMENTS

Funding under this contract shall not duplicate funding from other sources. Should other funding duplicate funding under this contract, the invoices to Alameda County will be reduced accordingly by the amount of duplicate funding.

Continued funding of this contract is contingent upon appropriation and availability of sufficient funds as well as satisfactory performance.

This Contract will automatically renew at the beginning of each new County Fiscal Year (July 1 through June 30), unless the Alameda County Board of Supervisors takes termination action or either of the parties notifies the other of desire to terminate.

MOE Contractor shall receive notice of annual funding upon the County's notification of renewal of California Alternative Payment Program (CAPP) funding.

Funding beyond June 30, 2015 is not guaranteed.

VI. TERMINATION PROVISIONS

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

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

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.

Termination By Mutual Agreement -- County and Contractor may otherwise agree in writing to terminate this Agreement in a manner consistent with mutually agreed upon specific terms and conditions.

EXHIBIT B-1

FUNDED PROGRAM BUDGET

BUDGET CATEGORIES	GRANT REQUEST
Direct Services (85%) including salaries and benefits	**$12,338.00**
Administrative Costs (15%)	**$2,177.00**
Grand Total	**$14,515.00**

EXHIBIT B-2

AGENCY COMPOSITE BUDGET

24 Hour Oakland Parent Teacher Children Center Inc.
Overall Agency Budget Revised July , 2014
Fiscal Year July 1, 2014 - June 30, 2015

Income Description	*Amount*	*Expense Description*	*Amount*
California State Preschool Program	433,539	Classified Salaries	120,613
General Child Care Program	139,504	Certified Salaries	299,613
SDE Instruction supplies	1.500.	Employee Benefits	126,113
Federal Food Program	53,000.	Instructional supplies	4,113
CCDF School Age Resource	5,000	Other supplies	7,613
Quality Counts Grant	5,000.	Food costs	49,000.
Parent Fees	14,000.	Interest Expenses	6,000.
Alternative Payments	14,515.	Travel Conference & staff training	3,000.
Rental Income	33,500	Contracts rents & Leases	13,000.
Donations	6,000	Audit Expenses	10,000
Fundraisers	7,000.	Property Insurance	8,000
Interest Income	5,200.	Insurance	3,500
FEMA Grant	8,000	Scholarships	1,500
		Repairs & Maintenance	20,193
		Utilities, Telephones & Housekeeping	30,000
		Accounting Services	12,000
		Bank & Payroll Charges	3,500.
		Misc. expense	8000
Total	725,758		725,758

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:

A	**Commercial General Liability** Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	**Commercial or Business Automobile Liability** All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	**Workers' Compensation (WC) and Employers Liability (EL)** Required for all contractors with employees	WC: Statutory Limits EL: $100,000 per accident for bodily injury or disease
D	**Professional Liability/Errors & Omissions** Includes endorsements of contractual liability	$1,000,000 per occurrence $2,000,000 project aggregate
E	**Endorsements and Conditions:** 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: – Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party), or at minimum named as an "Additional Insured" on the other's policies. – Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured. 7. **CANCELLATION OF INSURANCE:** All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation. 8. **CERTIFICATE OF INSURANCE:** Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The require certificate(s) and endorsements must be sent to: - Contracts Office / 2000 San Pablo Ave. 4th floor, Oakland, CA 94612	

ACORD

CERTIFICATE OF LIABILITY INSURANCE

OP ID: SM

DATE (MM/DD/YYYY) 05/29/14

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BPIA Business Professional Insurance Associates 1519 South B Street San Mateo, CA 94402 John Ferguson (8/1/13)	650-341-4484 650-341-4465
CONTACT NAME:	
PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:	
PRODUCER CUSTOMER ID #: 24HOU-1	
INSURED 24 Hour Oakland Parent-Teacher Children's Center 24 Hr Emergency Housing 4700 International Blvd Oakland, CA 94601	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : NonProfits' Ins. Alliance ofCA	011845
INSURER B : New York Marine & Gen. Ins. Co	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER: 1**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	X		2014-07199-NPO	02/15/14	02/15/15	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 20,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			2014-07199-NPO	02/15/14	02/15/15	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC201300000390	11/01/13	11/01/14	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liab.			2014-07199-NPO	02/15/14	02/15/15	Aggregate Occurrenc	2,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

County of Alameda, its Board of Supervisors, the individual members thereof, and all county officials, agents, employees and representatives are named as Additional Insured with respects to insured's interests. Additional Insured applies to General Liability policy only per form CG 2010 0704.

CERTIFICATE HOLDER

County of Alameda
Contracts Office
2000 San Pablo Ave. 4th Floor
Oakland, CA 94612

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Virginia J Fontana

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location Of Covered Operations
Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional Insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization. **County of Alameda, its Board of Supervisors, the individual members thereof, and all county officials, agents, employees and representatives**	**All insured premises and operations.**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations	

A. **Section II - Who Is An Insured** is amended to Include as an additional insured the person(s) or Organization(s) shown in the schedule, but only With respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or part by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the Injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

EXHIBIT D

AUDIT REQUIREMENTS

The County contracts with various organizations to carry out programs mandated by the Federal and State governments or sponsored by the Board of Supervisors. Under the Single Audit Act Amendments of 1996 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.

The County discharges this responsibility by reviewing audit reports submitted by contractors and through other monitoring procedures.

I. AUDIT REQUIREMENTS

A. Funds from Federal Sources:

1. Nonfederal entities which are determined to be subrecipients by the supervising department according to§__.210 of OMB Circular No. A-133 and which expend annual Federal awards in the amount specified in §__.200 (b) of OMB Circular No. A-133 are required to have a single audit in accordance with §__.500 of OMB Circular No. A-133.

2. When a nonfederal entity expends annual Federal awards in the amount specified in §__.200 (a) of OMB Circular No. A-133 under only one Federal program (excluding R&D) and the Federal program's laws, regulations, or grant agreements do not require a financial statement audit, the nonfederal entity may elect to have a program-specific audit conducted in accordance with §__.235 of OMB Circular No. A-133.

3. Nonfederal entities which expend annual Federal awards in the amount specified in §__.200 (d) of OMB Circular No. A-133 are exempt from the single audit requirement except that the County may require a limited-scope audit in accordance with §__.230 (b) (2) of OMB Circular No. A-133.

B. Funds from All Sources:

Nonfederal 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 Government Auditing Standards covering all County programs.

2. Less than $100,000 are exempt from these audit requirements except as otherwise noted in the contract.

Nonfederal entities that are required to have or choose to do a single audit in accordance with OMB Circular No. A-133 are not required to have a financial audit in the same year. However, nonfederal 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 Government Auditing Standards issued by the Comptroller General of the United State (GAGAS), which are applicable to financial audits.

2. All audits must be conducted annually, except where specifically allowed otherwise by laws, regulations or County policy.

3. Audit reports must identify each County program covered in the audit by contract number, contract amount and contract period. 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 hereinbefore.

II. AUDIT REPORTS

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

III. AUDIT RESOLUTION

Within 30 days of issuance of the audit report, the entity must submit to its County supervising department a corrective action plan to address the findings contained in the audit report. Questioned costs and disallowed costs must be resolved according to procedures established by the County in the Contract Administration Manual. The County supervising department will follow up on the implementation of the corrective action plan as it pertains to County programs.

IV. ADDITIONAL AUDIT WORK

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

EXHIBIT E

(INTENTIONALLY OMITTED)

EXHIBIT F

COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION

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

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

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

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

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

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

CONTRACTOR: 24 Hour Oakland Parent Teacher Children Center

PRINCIPAL: Nina L. Tanner-Smith TITLE: Executive Director

SIGNATURE: Nina L Tanner Smith DATE: 8/13/14

View assistance for SAM.gov

Search Results

Current Search Terms: 24 Hour* oakland* parent* teacher* children* center*

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

No records found for current search.

View assistance for SAM.gov

Search Results

Current Search Terms: Nina* L. Tanner-Smith

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

No records found for current search.

Glossary

Search Results

Entity

Exclusion

Search Filters

By Record Status

By Functional Area - Entity Management

By Functional Area - Performance Information

View assistance for SAM.gov

Search Results

Current Search Terms: gwendolyn* J. Bell-Baboye

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

No records found for current search.

Glossary

Search Results

Entity

Exclusion

Search Filters

By Record Status

By Functional Area - Entity Management

By Functional Area - Performance Information

COB

ALAMEDA COUNTY BOARD OF SUPERVISORS
MINUTE ORDER

The following action was taken by the Alameda County Board of Supervisors on 07/29/2014

Approved as Recommended ◉ **Other** ○

Unanimous ☐ **Chan:** X **Haggerty:** ☐ **Miley:** ☐ **Valle:** ☐ **Carson:** ☐ - 4

Vote Key: N=No; A=Abstain; X=Excused

Documents accompanying this matter:

Contract: C-2014-95
Resolution: R-2014-245

Documents to be signed by Agency/Purchasing Agent:

File No. 29409

Item No. 4

Copies sent to:

J. Villaflor, K. Chen, R. Ramil & Auditor

Special Notes:

Alternative Payment Contract No. CAPP-4000, General Fund, Project No. 01-2401-00-4

I certify that the foregoing is a correct copy of a Minute Order adopted by the Board of Supervisors, Alameda County, State of California.

ATTEST:
Clerk of the Board
Board of Supervisors

By: Ramilda Ramis

Deputy

AGENDA_____July 29, 2014

Alameda County
Social Services
Agency

Lori A. Cox
Agency Director

Thomas L. Berkley Square
2000 San Pablo Avenue, Fourth Floor
Oakland, California 94612
510-271-9100 / Fax: 510-271-9108
ssadirector@acgov.org
http://alamedasocialservices.org

June 19, 2014

Honorable Board of Supervisors
Administration Building
Oakland, CA 94612

Dear Board Members:

SUBJECT: Request for approval of Alternative Payment Child and Development Contracts for FY 2014-2015.

RECOMMENDATIONS:

A. Approve and authorize the President of the Board to sign Alternative Payment Contract Number CAPP-4000, General Fund, Project No. 01-2401-00-4, with the California Department of Education in the amount of $730,334 for Child Care and Development Services effective July 1, 2014 through June 30, 2015;

B. Approve four (4) service agreements to current CBO Master Contractors at FY 2014-2015 award levels funded through the Contract Number CAPP-4000, totaling $673,777 for specific Resource and Referral and Alternate Payment Provider Child Care contractors as detailed in Attachment A, and delegate authority to the Social Services Agency (SSA) Director, or designee, to sign and execute the contracts under the master contracting process;

C. Approve FY 2014-2015 funding distributions for six (6) service agreements totaling $139,592 to CBO Master Contractors - Maintenance of Effort (MOE) Child Care providers as detailed in Attachment A and delegate authority to the SSA Director, or designee, to sign and execute the contracts under the master contracting process; and,

D. Approve and authorize the President of the Board to sign additional Agreement Attachments: 1) Contractor Certification Clauses; 2) Resolution entering into a transaction with the California Department of Education to provide child care and development services; and 3) Federal Certifications for Lobbying, Debarment, Suspension, Other Responsibility Matters and Drug Free Workplace Requirements.

SUMMARY/DISCUSSION:

This letter requests action by your Board to approve FY 2014-2015 contract award distributions among contractors for the Alternative Payment Child Care and Development contracts. These funds were awarded to child care providers and designated Resource and Referral (R&R) contractors and Alternate Payment (AP) Providers to support child care services to children who are at risk of abuse or neglect, and to children whose families are receiving CalWORKs funds and are working or in job training programs.

In order to leverage CAPP-4000 funding from the State, Alameda County provides matching funds in the amount of $139,592, which support additional MOE provider childcare services.

The total amount of funds available for FY 2014-2015 Alternative Payment Maximum Child Care and Development Programs is $730,334, of which $673,777 is allotted to contracted services and $56,557 is allotted to program administration.

SELECTION/CRITERIA PROCESS:

On July 30, 2013, (File No. 28951, Item No. 8), all of the contractors listed on Attachment A were previously approved by your Board. All were recommended according to the County's contracting policy. The contracts were determined according to the contractors' specialized skills, services and geographical locations. All contractors are located in the County of Alameda. All of the providers listed on Attachment A are non-profit community based organizations that are exempt from the County's SLEB policy.

FINANCING:

The FY 2014-2015 final budget includes funds for this request. There are no new net County costs.

Sincerely,

Lori A. Cox
Agency Director

V Drive:/Boardletters/2014/07.29.14. CAPP4000

ATTACHMENT A

DISTRIBUTION OF CALIFORNIA DEPARTMENT OF EDUCATION
CHILD CARE AND DEVELOPMENT CONTRACT

CAPP-4000

ALTERNATIVE PAYMENT FUNDS FOR FISCAL YEAR 2014/2015
MAINTENANCE OF EFFORT (MOE) FOR FISCAL YEAR 2014/2015

Agency	Master #	Procurement#	*Service*	Contract Amount	*Location*	*Principal*
Resource & Referral (R&R) Contractors						
Community Child Care Council (4C's) of Alameda County	900164	10485	R&R Provider	$116,837	Hayward	Renee Herzfeld
Bananas, Inc.	900153	10483	R&R Provider	$391,419	Oakland	Richard Winefield
Child Care Links	900158	10481	R&R Provider	$116,837	Pleasanton	Carol Thompson
Alternative Payment (AP) Providers						
Davis Street Community Center	900086	10489	AP Provider	$48,684	San Leandro	Rose Johnson
Total Funding Awards				**$673,777**		
Administrative Cost allowed to SSA				$56,557		
TOTAL CAPP 4000				**$730,334**		
Maintenance of Effort (MOE) Providers						
Ephesians Children's Center	900654	10488	Child Care	$12,977	Berkeley	Newt McDonald
The Salvation Army (Booth Memorial Center)	900701	10496	Child Care	$14,425	Oakland	Ron Strickland
Saint Vincent's Day Home, Inc.	900657	10495	Child Care	$34,220	Oakland	Corinne Mohrmann
Supporting Future Growth Child Development Center	900658	10494	Child Care	$12,802	Oakland	Deborah McFadden
Kidango, Inc.	900186	10493	Child Care	$50,653	Fremont	Paul Miller
24 Hour Oakland Parent Teacher Children Center	900653	10502	Child Care	$14,515	Oakland	Nina Tanner-Smith
MOE Child Care Providers				**$139,592**		
TOTAL				**$869,926**		

Form 110-8 Rev 10/16/13

1
5

COMMUNITY BASED ORGANIZATION
MASTER CONTRACT EXHIBIT A & B COVERSHEET

Dept Name: **SSA/Department of Children & Family Services** Vendor ID #: **28148** Board PO #: _____

Bus Unit: **SOCSA** Master Contract #: **900158** Procurement Contract #: **10481** Budget Year: **2015**

Acct #	Fund #	Dept #	Program #	Subclass #	Project / Grant #	Amount to be Encumbered	Total Contract Amount
61034	10000	320100	36001			$116,837	$116,837

Justification if partial encumbrance or liquidation requested: _____

Federal Funds Waiver #: **NA** Contract Maximum: **$116,837**

Procurement Contract Begin Date: **July 1, 2014** Expire Date: **June 30, 2015** Period of Funding From: **July 1, 2014** To: **June 30, 2015**

Department Contact: **Ramil C. Rivera** Telephone #: **510-271-9165** QIC Code: **20203**

Contractor Name: **Child Care Links**

Project Name: **CAPP Child Care and Development Services**

Contractor Address: **6601 Owens Drive, Suite 100, Pleasanton, CA. 94588**

Remittance Address: **(Same as above)** ALCOLINK Vendor Address #: **3**

BOS Dist. #: **4**

Contractor Telephone #: **925-417-8733** Fax #: **925-730-4942** E-mail (Signatory): **cthompson@childcarelinks.org**

Contractor Contact Person: **Carol Thompson** E-mail (Contact): **cthompson@childcarelinks.org**

Contract Service Category: **R&R Contractor under CAPP-4000**

Estimated Units of Service: **Refer to contract exhibits**

Method of Reimbursement (Invoicing Procedures): **Based on State Reporting Requirements**

History of Funding:	Original	Amendment #1	Amendment #2	Amendment #3	Amendment #4
Funding Level	$116,837				
Amount of Encumbrance	$116,837				
File Date	7/29/14				
File / Item #	29409 / No. 4				
Reason	Board Action				

Funding Source Allocation:	Federal - CFDA #: 93-596	State	County
	$58,418.50	$58,418.50	

The signatures below signify that the attached Exhibits A and B have been received, negotiated and finalized. The Contractor also signifies agreement with all provisions of the Master Contract.

DEPARTMENT

By _____
Signature

Lori A. Cox
Print or Type Name

Title **Agency Director** Date 09/03/14

CONTRACTOR

By Carol Thompson
Signature

Carol Thompson
Print or Type Name

Title **Executive Director** Date 7/17/14

By _____

Print or Type Name

Title _____ Date _____

RECEIVED
SEP 08 2014
CLERK & BOARD OF SUPERVISORS

EXHIBIT A

PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS

Contracting Department	Department of Children and Family Services (DCFS)
Contractor Name	Child Care Links
Contract Period	July 1, 2014 – June 30, 2015
Type of Services	R&R Contractor under CAPP-4000
Contract Number (PO #)	

I. PROGRAM NAME

California Alternative Payment Program (CAPP) – Child Care and Development Services

II. CONTRACTED SERVICES

Contractor shall provide: Resource and Referral and Alternative Payment Services for childcare.

III. PROGRAM INFORMATION AND REQUIREMENTS

A. Program Goal

To provide respite services to eligible Alameda County families.

B. Program Requirements

1. This program provides short-term emergency services to low-income families under the guidelines of the California Department of Education.

2. The California Department of Education, Child Development Division (CDE/CDD) subsidizes childcare services for eligible families through its Alternative Payment Program (**AP Contract #01-2401-00-4 CAPP**).

3. Priority for services through the program is given to children who are receiving child protective services through local County Welfare Department or identified by a legal, medical, social service agency, or emergency shelter as abused, neglected, or exploited, or at risk of abuse, neglect, or exploitation.

4. Second Priority: All children and families who are not within the first priority for admission shall be admitted in accordance with family income, with the lowest per capita income admitted first. For purposes of determining the order of admission, public assistance grants are counted as income. If two (2) or more families have comparable per capita income, the family that has been on the waiting list the longest shall be admitted first.

5. Alameda County is permitted to subcontract its Alternative Payment (AP) funding to local Child Care Resource and Referral (R&R) agencies that are currently contracting with CDD.

6. This subcontract with Child Care Links R&R ensures the continuance of the County AP Program with the County as Prime CDD contractor and Child Care Links R&R as subcontractor (Contractor).

V. CDD EVALUATION AND PERFORMANCE REQUIREMENTS

Contractor will comply with all CDD Terms and Conditions for the AP Program including family certifications, parent counseling on child care choices, administering provider contracts and payments, ensuring provider eligibility for payment, collection and accounting of parenting fees, and ensuring confidentiality of family and provider files.

VI. SSA EVALUATION AND MONITORING REQUIREMENTS

The Social Services Agency (SSA) DCFS staff, SSA Contracts Office Liaison and/or a member of the SSA Program Evaluation and Research Unit (PERU) may at any time, upon one week's notice, monitor and conduct an evaluation of operations, which may include site visits and reviews of Contractor's financial records and other records and materials to determine progress in the achievement of program goals and objectives and service criteria and requirements as specified within this agreement. A final report will be prepared by the Contracts Office Liaison to provide feedback on areas of compliance and/or non-compliance. Contractor shall submit a written corrective action plan to the Contracts Office Liaison in response to all findings of non-compliance. A follow-up monitor visit will be conducted to insure that all corrective action measures have been completed and contractor is in compliance with contract requirements. Should subcontractors be utilized, Contractor will be responsible for monitoring all subcontractors under this agreement.

VII. ENTIRETY OF AGREEMENT

Contractor shall abide by all provisions of the Community Based Organization Master Contract General Terms and Conditions, all Exhibits, and all Attachments that are associated with and included in this contract.

VIII. CONTRACTOR RESPONSIBILITIES – CLIENT GRIEVANCE POLICY

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

IX. LANGUAGE ACCESS REQUIREMENT FOR CONTRACTORS

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

ANEXO A

POLITICA PARA QUEJAS DE CLIENTES

QUE HACER SI USTED TIENE UNA QUEJA

Si usted tiene una queja acerca del rendimiento de **(INSERT NAME OF CONTRACTOR)** personal, y/o usted siente que se le ha tratado injustamente, los siguientes son los pasos que tendrá que seguir para que su queja sea escuchada:

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

2. Si usted no se siente cómodo hablando con la persona con quien usted tiene el problema, o habla con esa persona y no esta satisfecho/a con los resultados, usted puede hacer una cita para hablar con, o someter una queja por escrito (cual puede ser en su propio idioma) al **(INSERT NAME OF CONTRACTOR)** Director Ejecutivo o su representante. Si tiene una buena razón para utilizar otro medio de comunicar su queja, así como una cinta de grabación, lo podrá hacer. El Director Executivo o su representante se reunirá con usted o le proveerá una respuesta por escrito a su queja durante diez (10) días hábiles de su cita o de haber recibido su queja por escrito.

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

Agencia de Servicios Sociales del Condado de Alameda
Oficinas Administrativas
2000 Avenida San Pablo
Oakland, CA 94612
Atención: Lori A. Cox
Directora de la Agencia de Servicios Sociales
(510) 271-9100

Certifico que la información en este documento fue explicada para mi entera satisfacción y en mi propio idioma y que una copia de este formulario me fue dada.

_____
Nombre del Cliente (favor de imprimir)

_____ _____
Firma del Cliente Fecha

EXHIBIT B

TERMS OF PAYMENT

Contracting Department	Department of Children and Family Services (DCFS)
Contractor Name	Child Care Links
Contract Period	July 1, 2014 – June 30, 2015
Type of Services	R&R Contractor under CAPP-4000
Contract Number (PO #)	
Contract Amt/Max	$116,837.00

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 – See Exhibit B-1

B. Agency Composite Budget – See Exhibit B-2

II. TERMS AND CONDITIONS OF PAYMENT

A. Contract Amount/Maximum

- The County agrees to compensate Contractor a maximum of **$116,837.00** for this contract period. Reimbursement shall include the cost of child care paid to the child care providers plus administrative and support service cost of the alternative program. The total cost for administrative and support services shall not exceed an amount equal to 17.5 percent (17.5%) of the total contract amount.

- Of this amount, at least 82.5 percent (82.5%) must be payments for direct services, and no more than (17.5%) may be for support services and administrative costs together. Administrative costs alone cannot exceed the cost allowable pursuant to EC 8223, SCCR, and Section 18034 (c).

- Contractor will maintain separate expenditures for each source category to remain in compliance with state CDE requirements.

- **Funding beyond June 30, 2015 is not guaranteed.**

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 Contract Liaison prior to billing the County.

V. TERMINATION PROVISIONS

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

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

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.

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-2

AGENCY COMPOSITE BUDGET

			TOTAL
REVENUE			
	REVENUE - CONTRACTS TOTAL		**20,199,279**
	ALT PAYMENT	2,456,814	
	AP/STAGE 3	743,297	
	ALT/PMT AC. SSA	116,837	
	FOSTER CARE, AC SSA	120,970	
	STAGE 2	1,361,222	
	CWS STAGE 1, AC SSA	14,951,055	
	STATE R&R	204,277	
	FIRST 5 QUALITY COUNTS	100,000	
	CCDF HEALTH & SAFETY	2,857	
	CITY OF PLEASANTON	5,950	
	CITY OF DUBLIN	10,000	
	STATE CCIP	26,000	
	FIRST 5 INCLUSION PROJECT	100,000	
	REVENUE - INTEREST		**3,950**
	REVENUE - CPR FEES		**10,000**
	REVENUE - PARENT FEES		**157,771**
	TOTAL REVENUE		**20,371,000**
EXPENSE			
ADMINISTRATIVE			
	SALARY - ADMIN		**919,195**
	CASH FRINGE - ADMIN		**100,800**
	FRINGE BENEFITS - ADMIN		**237,612**
	SUBTOTAL ADMIN EXPENSE		**1,257,607**
PROGRAMMATIC			
	SALARY - PROGRAM		**1,449,073**
	CASH FRINGE - PROGRAM		**210,240**
	FRINGE BENEFIT - PROGRAM		**373,027**
			2,032,340
PROGRAMMATIC OPERATING EXPENSE			
	ADVERTISING		**21,650**
	AUDIT - ADMIN		**38,500**
	BANK CHARGES		**58,257**
	BOARD OF DIRECTORS		**2,950**
	CAREER DEVELOP EDUCATION GRANT		**6,952**
	CONFERENCES		**26,100**
	DUES & MEMBERSHIPS		**11,997**
	EQUIPMENT >$2000		**62,000**
	EQUIPMENT RENTAL		**27,120**
	EVENTS & WORKSHOPS		**58,000**
	FACILITIES & MAINTENANCE		**36,000**
	INSURANCE - COMMERCIAL, D & O LIAB., CRIME POLICY		**25,800**
	MISCELLANEOUS		**18,300**
	MISCELLANEOUS FEES		**350**
	PAYROLL SERVICE		**32,594**
	POSTAGE		**26,400**
	PRINTING		**2,400**
	PROFESSIONAL FEES		**121,665**
	PROVIDER PAYMENTS		**15,773,368**
	RENT		**426,420**
	SOFTWARE		**7,200**
	STAFF DEVELOPMENT		**19,000**
	STORAGE RENT		**8,220**
	SUPPLIES		**214,290**
	TELEPHONE		**23,940**
	TRAVEL		**31,580**
	SUBTOTAL PROGRAMMATIC EXPENSE		**19,113,393**
	TOTAL EXPENSE		**20,371,000**
	EXCESS/(DEFICIT)		**0**

CHILD-1 OP ID: MR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/12/14

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER R. C. Fischer & Co. P.O. Box 8101 Walnut Creek, CA 94596-8101 G Fischer-Edward Phone: 925-932-7823 Fax: 925-932-0962	CONTACT NAME: Melissa Rivera PHONE (A/C, No, Ext): 925-627-5467 FAX (A/C, No): 925-932-0962 E-MAIL ADDRESS: mrivera@rcfischer.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Nonprofits Ins. Alliance of CA	10023
INSURER B : Oak River Insurance Company	34630
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED Child Care Links
6601 Owens Dr #100 &150
Pleasanton, CA 94588

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	X		201310181NPO	12/01/13	12/01/14	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 20,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			201310181NPO	12/01/13	12/01/14	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10000			201310181UMB	12/01/13	12/01/14	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		2200050201141	01/10/14	01/10/15	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Social Services Professional Liab			201310181NPO	12/01/13	12/01/14	Eac Occ. Aggregate	1,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Thirty (30) days written notice of cancellation; Ten (10) days written notic cancellation for non-payment of premium.
County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives are named as additional insured per attached form #CG20260704.

CERTIFICATE HOLDER ACSSA-1

Alameda County Social Services
Contracts Office
2000 San Pablo Ave 4th Floor
Oakland, CA 94612

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

EXHIBIT D

AUDIT REQUIREMENTS

The County contracts with various organizations to carry out programs mandated by the Federal and State governments or sponsored by the Board of Supervisors. Under the Single Audit Act Amendments of 1996 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.

The County discharges this responsibility by reviewing audit reports submitted by contractors and through other monitoring procedures.

I. AUDIT REQUIREMENTS

A. Funds from Federal Sources:

1. Nonfederal entities which are determined to be subrecipients by the supervising department according to§__.210 of OMB Circular No. A-133 and which expend annual Federal awards in the amount specified in §__.200 (b) of OMB Circular No. A-133 are required to have a single audit in accordance with §__.500 of OMB Circular No. A-133.

2. When a nonfederal entity expends annual Federal awards in the amount specified in §__.200 (a) of OMB Circular No. A-133 under only one Federal program (excluding R&D) and the Federal program's laws, regulations, or grant agreements do not require a financial statement audit, the nonfederal entity may elect to have a program-specific audit conducted in accordance with §__.235 of OMB Circular No. A-133.

3. Nonfederal entities which expend annual Federal awards in the amount specified in §__.200 (d) of OMB Circular No. A-133 are exempt from the single audit requirement except that the County may require a limited-scope audit in accordance with §__.230 (b) (2) of OMB Circular No. A-133.

B. Funds from All Sources:

Nonfederal 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 Government Auditing Standards covering all County programs.

2. Less than $100,000 are exempt from these audit requirements except as otherwise noted in the contract.

Nonfederal entities that are required to have or choose to do a single audit in accordance with OMB Circular No. A-133 are not required to have a financial audit in the same year. However, nonfederal entities that are required to have a financial audit may also be required to have a limited-scope audit in the same year.

EXHIBIT E

(INTENTIONALLY OMITTED)

EXHIBIT F

COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION

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

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

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

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

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

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

CONTRACTOR: Child Care Links

PRINCIPAL: Carol Thompson TITLE: Executive Director

SIGNATURE: Carol Thompson DATE: 7/17/14

Search Results

Current Search Terms: Child* Care* Links*

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

No records found for current search.

Glossary

Search Results

Entity

Exclusion

Search Filters

By Record Status

By Functional Area - Entity Management

By Functional Area - Performance Information

ALAMEDA COUNTY BOARD OF SUPERVISORS
MINUTE ORDER

The following action was taken by the Alameda County Board of Supervisors on 07/29/2014

Approved as Recommended ◉ **Other** ○

Unanimous ☐ **Chan:** [X] **Haggerty:** [ ] **Miley:** [ ] **Valle:** [ ] **Carson:** [ ] - [4]
Vote Key: N=No; A=Abstain; X=Excused

Documents accompanying this matter:

Contract: C-2014-95
Resolution: R-2014-245

Documents to be signed by Agency/Purchasing Agent:

File No. 29409
Item No. 4

Copies sent to:
J. Villaflor, K. Chen, R. Ramil & Auditor

Special Notes:
Alternative Payment Contract No. CAPP-4000, General Fund, Project No. 01-2401-00-4

I certify that the foregoing is a correct copy of a Minute Order adopted by the Board of Supervisors, Alameda County, State of California.

ATTEST:
Clerk of the Board
Board of Supervisors

By: Ramilca Ramil
Deputy

SUMMARY/DISCUSSION:

This letter requests action by your Board to approve FY 2014-2015 contract award distributions among contractors for the Alternative Payment Child Care and Development contracts. These funds were awarded to child care providers and designated Resource and Referral (R&R) contractors and Alternate Payment (AP) Providers to support child care services to children who are at risk of abuse or neglect, and to children whose families are receiving CalWORKs funds and are working or in job training programs.

In order to leverage CAPP-4000 funding from the State, Alameda County provides matching funds in the amount of $139,592, which support additional MOE provider childcare services.

The total amount of funds available for FY 2014-2015 Alternative Payment Maximum Child Care and Development Programs is $730,334, of which $673,777 is allotted to contracted services and $56,557 is allotted to program administration.

SELECTION/CRITERIA PROCESS:

On July 30, 2013, (File No. 28951, Item No. 8), all of the contractors listed on Attachment A were previously approved by your Board. All were recommended according to the County's contracting policy. The contracts were determined according to the contractors' specialized skills, services and geographical locations. All contractors are located in the County of Alameda. All of the providers listed on Attachment A are non-profit community based organizations that are exempt from the County's SLEB policy.

FINANCING:

The FY 2014-2015 final budget includes funds for this request. There are no new net County costs.

Sincerely,

Lori A. Cox
Agency Director

V Drive:/Boardletters/2014/07.29.14. CAPP4000

Form 110-8 Rev 10/16/13

5

COMMUNITY BASED ORGANIZATION
MASTER CONTRACT EXHIBIT A & B COVERSHEET

Dept Name: **SSA/Department of Children & Family Services** Vendor ID #: **27691** Board PO #: _____

Bus Unit: **SOCSA** Master Contract #: **900657** Procurement Contract #: **10495** Budget Year: **2015**

Acct #	Fund #	Dept #	Program #	Subclass #	Project / Grant #	Amount to be Encumbered	Total Contract Amount
610341	**10000**	**320100**	**36001**			**$34,220**	**$34,220**

Justification if partial encumbrance or liquidation requested: _____

Federal Funds Waiver #: **NA** Contract Maximum: **$34,220**

Procurement Contract Begin Date: **July 1, 2014** Expire Date: **June 30, 2015** Period of Funding From: **July 1, 2014** To: **June 30, 2015**

Department Contact: **Ramil C. Rivera** Telephone #: **510-271-9165** QIC Code: **20203**

Contractor Name: **St. Vincent's Day Home, Inc.**

Project Name: **Child Care Services**

Contractor Address: **1086 8th Street, Oakland, CA. 94607-2616**

Remittance Address: **Same as above** ALCOLINK Vendor Address #: **3**

BOS Dist. #: **5**

Contractor Telephone #: **510-832-8324** Fax #: **510-832-5021** E-mail (Signatory): info@svdh.org

Contractor Contact Person: **Corinne M. Mohrmann** E-mail (Contact): info@svdh.org

Contract Service Category: **Maintenance of Effort (MOE) – Child Care Services**

Estimated Units of Service: **As defined in Exhibit A & B**

Method of Reimbursement (Invoicing Procedures): **Monthly Invoice with Service Report**

History of Funding:	Original	Amendment #1	Amendment #2	Amendment #3	Amendment #4
Funding Level	**$34,220**				
Amount of Encumbrance	**$34,220**				
File Date	**7/29/14**				
File / Item #	**29409 / No. 4**				
Reason	**Board Action**	**Board Action**			

Funding Source Allocation:

Federal - CFDA #: NA	State	County
		$34,220

The signatures below signify that the attached Exhibits A and B have been received, negotiated and finalized. The Contractor also signifies agreement with all provisions of the Master Contract.

DEPARTMENT

By _____
Signature

Lori A. Cox
Print or Type Name

Title **Agency Director** Date 9/3/14

CONTRACTOR

By _____
Signature

Corinne M. Mohrmann
Print or Type Name

Title **Executive Director** Date 7/3/14

By _____

Print or Type Name

Title _____ Date _____

RECEIVED
SEP 10 2014
CLERK & BOARD OF SUPERVISORS

EXHIBIT A

PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS

Contracting Department	Department of Children and Family Services (DCFS)
Contractor Name	Saint Vincent's Day Home, Inc.
Contract Period	July 1, 2014 – June 30, 2015
Type of Services	Child Care Services
Contract Number (PO #)	

I. PROGRAM NAME

Child Care Services – Maintenance of Effort (MOE) Provider

II. CONTRACTED SERVICES AND PROGRAM GOAL

Contractor shall provide: Quality childcare to low-to-moderate-income families through preschool and school age programs for children 3-12 years old (child is no longer eligible on his/her 13th birthday) who meet Title 5 need and eligibility requirements.

III. PROGRAM INFORMATION AND REQUIREMENTS

A. Program Requirements

First priority for services through this program is given to children who are receiving child protective services through local County Social Service Department or identified by a legal, medical, social service agency, or emergency shelter as abused, neglected, or exploited, or at risk of abuse, neglect, or exploitation.

Second priority is given to lowest income families with the greatest need.

Services allow parents an opportunity to secure employment and/or secure career goals while attending school or training programs. CalWORKs families are inclusive.

B. Target Population

Contractor shall provide services to the following populations: To low-to-moderate-income families through preschool and school age programs for children 3-12 years old (child is no longer eligible on his/her 13th birthday)

C. Hours/Days of Operation

- Business hours, Monday through Friday from 7:00 AM to 5:30 PM.

D. Service Area and Service Delivery Site

- 1086 8th Street, Oakland, CA. 94607

- Services will be provided to eligible families residing within the service area of the AP program provider.

E. Service Criteria

- Families must be referred by Child Protective Services (CPS), qualified legal, medical, and Social Services Agency or emergency shelter staff.

- Second priority will be given to low-income families with the greatest need.

F. Staffing and Certification/Licensure

MOE provider staff shall match family needs with available licensed childcare spaces from a regularly updated list of licensed centers and homes within the community.

G. Minimum Staffing Qualifications

Contractor shall have and maintain current job descriptions on file with the Department for all personnel whose salaries, wages, and benefits are reimbursable in whole or in part under this agreement. Job descriptions shall specify the minimum qualifications for services to be performed and shall meet the requirements of the Department. Contractor shall submit revised job descriptions meeting the approval of the Department prior to implementing any changes or employing persons who do not meet the minimum qualifications on file with the Department.

IV. CDD EVALUATION AND PERFORMANCE REQUIREMENTS

Contractor will comply with CDE/CDD defined terms and conditions for the AP program including family certifications, parent counseling on child care choices, administering provider contracts and payments, ensuring provider eligibility for payment, and ensuring confidentiality of family and provider files.

V. SSA EVALUATION AND MONITORING REQUIREMENTS

The Social Services Agency (SSA) DCFS staff, SSA Contracts Office Liaison and/or a member of the SSA Program Evaluation and Research Unit (PERU) may at any time, upon one week's notice, monitor and conduct an evaluation of operations, which may include site visits and reviews of Contractor's financial records and other records and materials to determine progress in the achievement of program goals and objectives and service criteria and requirements as specified within this agreement. A final report will be prepared by the Contracts Office Liaison to provide feedback on areas of compliance and/or non-compliance. Contractor shall submit a written corrective action plan to the Contracts Office Liaison in response to all findings of non-compliance. A follow-up monitor visit will be conducted to insure that all corrective action measures have been completed and contractor is in compliance with contract requirements. Should subcontractors be utilized, Contractor will be responsible for monitoring all subcontractors under this agreement.

VI. ENTIRETY OF AGREEMENT

Contractor shall abide by all provisions of the Community Based Organization Master Contract General Terms and Conditions, all Exhibits, and all Attachments that are associated with and included in this contract.

VII. CONTRACTOR RESPONSIBILITIES – CLIENT GRIEVANCE POLICY

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

VIII. LANGUAGE ACCESS REQUIREMENT FOR CONTRACTORS

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

ATTACHMENT A

CLIENT GRIEVANCE POLICY

WHAT TO DO IF YOU HAVE A GRIEVANCE

If you have a complaint about the performance of **(INSERT NAME OF CONTRACTOR)** staff, and/or you feel you have been treated unfairly, the following are the steps you should take to have your complaint heard:

1. Talk privately to the person with whom you have the problem. We encourage you to try first to work out the problem in an open and informal way.

2. If you do not feel comfortable talking with the person with whom you have the problem, or you do talk with them and are not satisfied with the outcome, you may make an appointment to speak with or submit a written complaint (which may be in your own language) to **(INSERT NAME OF CONTRACTOR)** Executive Director or designee. If you have good cause to use another medium to communicate your complaint, such as a tape recording, you may do so. The Executive Director or designee shall meet with you or provide you with a written response to your written complaint within ten (10) working days of the meeting or receipt of your written complaint.

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

Alameda County Social Services Agency
Administrative Offices
2000 San Pablo Avenue
Oakland, CA 94612
Attn: Lori A. Cox
Social Services Agency Director
(510) 271-9100

I certify that the information in this document was explained to my satisfaction in my own language and a copy of this form was given to me.

_____
Client's Name (printed)

_____ _____
Client's Signature Date

ANEXO A

POLITICA PARA QUEJAS DE CLIENTES

QUE HACER SI USTED TIENE UNA QUEJA

Si usted tiene una queja acerca del rendimiento de **(INSERT NAME OF CONTRACTOR)** personal, y/o usted siente que se le ha tratado injustamente, los siguientes son los pasos que tendrá que seguir para que su queja sea escuchada:

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

2. Si usted no se siente cómodo hablando con la persona con quien usted tiene el problema, o habla con esa persona y no esta satisfecho/a con los resultados, usted puede hacer una cita para hablar con, o someter una queja por escrito (cual puede ser en su propio idioma) al **(INSERT NAME OF CONTRACTOR)** Director Ejecutivo o su representante. Si tiene una buena razón para utilizar otro medio de comunicar su queja, así como una cinta de grabación, lo podrá hacer. El Director Executivo o su representante se reunirá con usted o le proveerá una respuesta por escrito a su queja durante diez (10) días hábiles de su cita o de haber recibido su queja por escrito.

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

Agencia de Servicios Sociales del Condado de Alameda
Oficinas Administrativas
2000 Avenida San Pablo
Oakland, CA 94612
Atención: Lori A. Cox
Directora de la Agencia de Servicios Sociales
(510) 271-9100

Certifico que la información en este documento fue explicada para mi entera satisfacción y en mi propio idioma y que una copia de este formulario me fue dada.

_____
Nombre del Cliente (favor de imprimir)

_____ _____
Firma del Cliente Fecha

ATTACHMENT B
(Revised: 07/01/12)

LANGUAGE ACCESS REQUIREMENTS FOR CONTRACTORS

I. The Alameda County Social Services Agency (SSA) has developed and adopted a Master Plan on Language Access to ensure its limited-English proficient (LEP) clients are provided with language accessible services and communications. Under the plan's provisions, community-based organizations (CBOs)/contractors whose services are contracted by the SSA:

A. Shall clearly disclose language access capabilities in relationship to the population served.
B. Shall have a plan in place—available for review upon request by County staff—for referring clients whose language needs the contractor can't accommodate.
C. Shall permit County staff to conduct ongoing monitoring of contracted services for compliance with provisions of the County's Language Access Plan.
D. Shall provide the County with a list and copies of all printed contract-related marketing/promotional/education-related materials (including languages materials are printed in).

II. The SSA shall aid contracted CBOs in expanding language interpretation services through:

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

EXHIBIT B

TERMS OF PAYMENT

Contracting Department	Department of Children and Family Services (DCFS)
Contractor Name	Saint Vincent's Day Home, Inc.
Contract Period	July 1, 2014 – June 30, 2015
Type of Services	Child Care Services
Contract Number (PO #)	
Contract Amt/Max	$34,220.00

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 – See Exhibit B-1

B. Agency Composite Budget – See Exhibit B-2

II. TERMS AND CONDITIONS OF PAYMENT

A. Contract Amount/Maximum

- Saint Vincent's Day Home, Inc. shall submit invoices not to exceed the contract maximum amount of **$34,220.00**.
- **The term of this agreement is July 1, 2014 through June 30, 2015.**

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 Contract Liaison prior to billing the County.

No supplemental billing will be accepted without Contractor's prior notification and approval by SSA Contract Liaison 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 (via e-mail) request to the SSA Contract Liaison for any contract budget adjustment with justification for requested expenditure revisions inclusive of specific impacts to current services being delivered. If impacts to contracted services levels are significant the SSA Contract Liaison will consult and obtain approval from the relevant Program department.

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 AND REPORTING PROCEDURES

A. The Alameda County Social Services Agency (SSA) will reimburse AP Contractor for services provided under the terms of this contract (as described in Exhibit A).

Eighty five per cent (85%) of the allocated amount shall be for direct services and no more than fifteen percent (15%) may be used for administrative cost. The total amount available under this contract is **$34,220.00**.

MOE Contractor shall submit monthly invoices for services rendered under the terms of this contract to the SSA Department Contract Liaison at the following address:

Alameda County Social Services Agency- Contracts Office
2000 San Pablo Ave., 4th Floor
Oakland, CA 94612
Attn: Ramil Rivera/Program Financial Specialist

All invoices shall include the number of children provided services plus ID information, as well as the total amount claimed for each category of service (direct services & administrative cost).

MOE Contractor shall also submit to SSA, with monthly invoice due by the 10th of the month following the service month, a copy of State report EDD801A/CDD 801A. Invoices shall not exceed the contract maximum amount of **$34,220.00**.

B. As required by California Department of Education (CDE), Contractor will mail an Annual Financial Audit Report, which **must include an Audited Fiscal Report (AUD form) by November 3, 2014** to:

California Department of Education
Audits and Investigations Division
1430 N Street, Suite5319
Sacramento, CA. 95814
Attention: Audit Reports Review Section

Refer to the CDE Audit Guidelines at: **http://www.cde.ca.gov/fg/au/pm/**

C. Contractor will email the completed Audit Report to the contract liaison **by November 3, 2014** to confirm the Annual Financial Audit Report was sent.

D. The term of this agreement is July 1, 2014 through June 30, 2015.

IV. RECORDS TO BE MAINTAINED BY THE CONTRACTOR

Individual client records and financial and statistical documents that substantiate the reimbursement service component described in this contract shall be maintained for audit purposes. Personnel records will be maintained for staff members providing services through this program. Staff members will maintain appropriate time sheets.

All individual client records shall be retained in client case folders. The Contractor will maintain records that enable the County to audit and/or evaluate the program. The Contractor may provide some of the information in aggregate or coded form or blocked if necessary to protect client privilege or related ethical responsibilities.

V. FUNDING REQUIREMENTS

Funding under this contract shall not duplicate funding from other sources. Should other funding duplicate funding under this contract, the invoices to Alameda County will be reduced accordingly by the amount of duplicate funding.

Continued funding of this contract is contingent upon appropriation and availability of sufficient funds as well as satisfactory performance.

This Contract will automatically renew at the beginning of each new County Fiscal Year (July 1 through June 30), unless the Alameda County Board of Supervisors takes termination action or either of the parties notifies the other of desire to terminate.

MOE Contractor shall receive notice of annual funding upon the County's notification of renewal of California Alternative Payment Program (CAPP) funding.

Funding beyond June 30, 2015 is not guaranteed.

VI. TERMINATION PROVISIONS

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

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

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.

Termination By Mutual Agreement -- County and Contractor may otherwise agree in writing to terminate this Agreement in a manner consistent with mutually agreed upon specific terms and conditions.

EXHIBIT B-1

FUNDED PROGRAM BUDGET

Saint Vincent's Day Home
Over a Century of Service to Families

Budget Categories	Grant Request
Personnel Salaries	**$18,000.00**
Taxes & Benefits	**$4,220.00**
Consultant Fees	**$500.00**
Mileage Travel	**$100.00**
Air Travel	**0.00**
Rental Fees	**0.00**
Training Fees or Materials	**$600.00**
Letters/Postage	**$200.00**
Supplies/Copies/ Faxes	**$2,400.00**
Equipment Purchases	**0.00**
Equipment Rental	**$600.00**
Space Rental	**0.00**
Advertising	**0.00**
Phone or Internet Charges	**$2,600.00**
Other –Child Care/Development Services/Administrative Costs	**$5,000.00**
Other Description	• The recommended contract will support the delivery of child care and development services.
Total	**$34,220.00**

EXHIBIT B-2

AGENCY COMPOSITE BUDGET

Saint Vincent's Day Home
Over a Century of Service to Families

INCOME

ACCOUNT	FY 2014 -2015 Budget
Government Funding - CA Dept of Education	$1,730,265.00
Grant/Scholarship Funds	261,500.00
Maintenance of Effort	34,220.00
Head Start Enhancement	148,576.00
Grants for Professional Development	25,000.00
Private Paid Child Care / Field Trip Fees	$16,800.00
Private Funds Raised	$66,899.00
TOTAL REVENUE AND SUPPORT	**$2,283,260.00**

EXPENSE

ACCOUNT	FY 2014 -2015 Budget
Salaries/Payroll Taxes/Benefits	1,859,760.00
Classroom Materials	15,000.00
Maintenance/Pupil Transportation Supplies	14,500.00
Kitchen: Food/Non Food Cost	65,000.00
Insurance	35,000.00
Utilities & Housekeeping	68,000.00
Maintenance/Office Repairs	32,500.00
Development Expense	60,000.00
Investment Charges	20,000.00
Operating Expense	113,500.00
TOTAL EXPENDITURES	**$ 2,283,260.00**

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:

A	**Commercial General Liability** Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	**Commercial or Business Automobile Liability** All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	**Workers' Compensation (WC) and Employers Liability (EL)** Required for all contractors with employees	WC: Statutory Limits EL: $100,000 per accident for bodily injury or disease
D	**Professional Liability/Errors & Omissions** Includes endorsements of contractual liability	$1,000,000 per occurrence $2,000,000 project aggregate
E	**Endorsements and Conditions:**	

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:
   - Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party), or at minimum named as an "Additional Insured" on the other's policies.
   - Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured.
7. **CANCELLATION OF INSURANCE:** All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation.
8. **CERTIFICATE OF INSURANCE:** Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The require certificate(s) and endorsements must be sent to:

   - Contracts Office / 2000 San Pablo Ave. 4th floor, Oakland, CA 94612

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/1/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Katherine Berkman
Calender-Robinson Company, Inc. FB0267063 300 Montgomery St., Suite 888 San Francisco CA 94104	PHONE (A/C, No, Ext): (415) 978-3800 FAX (A/C, No): (415) 978-3825 E-MAIL ADDRESS: kberkman@calrob.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A: Great American Insurance Group
INSURED Saint Vincent's Day Home, Inc. 1086 Eighth Street Oakland CA 94607	INSURER B: Republic Indemnity Co of
	INSURER C: United States Liability
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: CL1312609960 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC			PAC 2253877-16	12/1/2013	12/1/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			CAP 8639100-05	12/1/2013	12/1/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			UMB 2 25 38 79 -16	12/1/2013	12/1/2014	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		166691-10	9/1/2014	9/1/2015	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Directors & Officers Liability			NDO 1016987M	10/1/2013	10/1/2014	Each claim Policy aggregate	$ 2,000,000 $ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

County of Alameda, its Board of Supervisors, the individual members thereof and all County officers, agents, employees and representatives are all included as additional insured as per the attached endorsement

CERTIFICATE HOLDER

Alameda County Social Services Agency
Attn: Contracts Office
2000 San Pablo Avenue
4th Floor
Oakland, CA 94612

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Katherine Berkman

POLICY NUMBER: PAC2253877-16 COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

County of Alameda, its Board of Supervisors, the individual members thereof and all County officers, agents, employees and representatives

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

THE INSURANCE provided under this endorsement is primary and non-contributory to any other valid & collectible insurance carried by the additional insured entity.

EXHIBIT D

AUDIT REQUIREMENTS

The County contracts with various organizations to carry out programs mandated by the Federal and State governments or sponsored by the Board of Supervisors. Under the Single Audit Act Amendments of 1996 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.

The County discharges this responsibility by reviewing audit reports submitted by contractors and through other monitoring procedures.

I. AUDIT REQUIREMENTS

A. Funds from Federal Sources:

1. Nonfederal entities which are determined to be subrecipients by the supervising department according to§__.210 of OMB Circular No. A-133 and which expend annual Federal awards in the amount specified in §__.200 (b) of OMB Circular No. A-133 are required to have a single audit in accordance with §__.500 of OMB Circular No. A-133.

2. When a nonfederal entity expends annual Federal awards in the amount specified in §__.200 (a) of OMB Circular No. A-133 under only one Federal program (excluding R&D) and the Federal program's laws, regulations, or grant agreements do not require a financial statement audit, the nonfederal entity may elect to have a program-specific audit conducted in accordance with §__.235 of OMB Circular No. A-133.

3. Nonfederal entities which expend annual Federal awards in the amount specified in §__.200 (d) of OMB Circular No. A-133 are exempt from the single audit requirement except that the County may require a limited-scope audit in accordance with §__.230 (b) (2) of OMB Circular No. A-133.

B. Funds from All Sources:

Nonfederal 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 Government Auditing Standards covering all County programs.

2. Less than $100,000 are exempt from these audit requirements except as otherwise noted in the contract.

Nonfederal entities that are required to have or choose to do a single audit in accordance with OMB Circular No. A-133 are not required to have a financial audit in the same year. However, nonfederal 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 Government Auditing Standards issued by the Comptroller General of the United State (GAGAS), which are applicable to financial audits.

2. All audits must be conducted annually, except where specifically allowed otherwise by laws, regulations or County policy.

3. Audit reports must identify each County program covered in the audit by contract number, contract amount and contract period. 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 hereinbefore.

II. AUDIT REPORTS

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

III. AUDIT RESOLUTION

Within 30 days of issuance of the audit report, the entity must submit to its County supervising department a corrective action plan to address the findings contained in the audit report. Questioned costs and disallowed costs must be resolved according to procedures established by the County in the Contract Administration Manual. The County supervising department will follow up on the implementation of the corrective action plan as it pertains to County programs.

IV. ADDITIONAL AUDIT WORK

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

EXHIBIT E

(INTENTIONALLY OMITTED)

EXHIBIT F

COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION

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

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

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

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

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

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

CONTRACTOR: Saint Vincent's Day Home, Inc.

PRINCIPAL: Corinne M. Mohrmann TITLE: Executive Director

SIGNATURE: Corinne M. Mohrmann DATE: 7/3/14

Search Results

Current Search Terms: Saint* Vincent's Day* Home* Inc.*

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

No records found for current search.

Glossary

Search Results

Entity

Exclusion

Search Filters

By Record Status

By Functional Area - Entity Management

By Functional Area - Performance Information

Search Results

Current Search Terms: corinne* mohrmann*

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

No records found for current search.

Glossary

Search Results

Entity

Exclusion

Search Filters

By Record Status

By Functional Area - Entity Management

By Functional Area - Performance Information

COB

ALAMEDA COUNTY BOARD OF SUPERVISORS
MINUTE ORDER

The following action was taken by the Alameda County Board of Supervisors on 07/29/2014

Approved as Recommended (•) **Other** ( )

Unanimous [ ] **Chan:** [X] **Haggerty:** [ ] **Miley:** [ ] **Valle:** [ ] **Carson:** [ ] - [4]
Vote Key: N=No; A=Abstain; X=Excused

Documents accompanying this matter:

Contract: C-2014-95
Resolution: R-2014-245

Documents to be signed by Agency/Purchasing Agent:

File No. 29409
Item No. 4

Copies sent to:
J. Villaflor, K. Chen, R. Ramil & Auditor

Special Notes:
Alternative Payment Contract No. CAPP-4000, General Fund, Project No. 01-2401-00-4

I certify that the foregoing is a correct copy of a Minute Order adopted by the Board of Supervisors, Alameda County, State of California.

ATTEST:
Clerk of the Board
Board of Supervisors

By: _____
Deputy

AGENDA_____July 29, 2014

Alameda County
Social Services Agency

Lori A. Cox
Agency Director

Thomas L. Berkley Square
2000 San Pablo Avenue, Fourth Floor
Oakland, California 94612
510-271-9100 / Fax: 510-271-9108
ssadirector@acgov.org
http://alamedasocialservices.org

June 19, 2014

Honorable Board of Supervisors
Administration Building
Oakland, CA 94612

Dear Board Members:

SUBJECT: Request for approval of Alternative Payment Child and Development Contracts for FY 2014-2015.

RECOMMENDATIONS:

A. Approve and authorize the President of the Board to sign Alternative Payment Contract Number CAPP-4000, General Fund, Project No. 01-2401-00-4, with the California Department of Education in the amount of $730,334 for Child Care and Development Services effective July 1, 2014 through June 30, 2015;

B. Approve four (4) service agreements to current CBO Master Contractors at FY 2014-2015 award levels funded through the Contract Number CAPP-4000, totaling $673,777 for specific Resource and Referral and Alternate Payment Provider Child Care contractors as detailed in Attachment A, and delegate authority to the Social Services Agency (SSA) Director, or designee, to sign and execute the contracts under the master contracting process;

C. Approve FY 2014-2015 funding distributions for six (6) service agreements totaling $139,592 to CBO Master Contractors - Maintenance of Effort (MOE) Child Care providers as detailed in Attachment A and delegate authority to the SSA Director, or designee, to sign and execute the contracts under the master contracting process; and,

D. Approve and authorize the President of the Board to sign additional Agreement Attachments: 1) Contractor Certification Clauses; 2) Resolution entering into a transaction with the California Department of Education to provide child care and development services; and 3) Federal Certifications for Lobbying, Debarment, Suspension, Other Responsibility Matters and Drug Free Workplace Requirements.

SUMMARY/DISCUSSION:

This letter requests action by your Board to approve FY 2014-2015 contract award distributions among contractors for the Alternative Payment Child Care and Development contracts. These funds were awarded to child care providers and designated Resource and Referral (R&R) contractors and Alternate Payment (AP) Providers to support child care services to children who are at risk of abuse or neglect, and to children whose families are receiving CalWORKs funds and are working or in job training programs.

In order to leverage CAPP-4000 funding from the State, Alameda County provides matching funds in the amount of $139,592, which support additional MOE provider childcare services.

The total amount of funds available for FY 2014-2015 Alternative Payment Maximum Child Care and Development Programs is $730,334, of which $673,777 is allotted to contracted services and $56,557 is allotted to program administration.

SELECTION/CRITERIA PROCESS:

On July 30, 2013, (File No. 28951, Item No. 8), all of the contractors listed on Attachment A were previously approved by your Board. All were recommended according to the County's contracting policy. The contracts were determined according to the contractors' specialized skills, services and geographical locations. All contractors are located in the County of Alameda. All of the providers listed on Attachment A are non-profit community based organizations that are exempt from the County's SLEB policy.

FINANCING:

The FY 2014-2015 final budget includes funds for this request. There are no new net County costs.

Sincerely,

Lori A. Cox
Agency Director

V Drive:/Boardletters/2014/07.29.14. CAPP4000

ATTACHMENT A

DISTRIBUTION OF CALIFORNIA DEPARTMENT OF EDUCATION
CHILD CARE AND DEVELOPMENT CONTRACT

CAPP-4000

ALTERNATIVE PAYMENT FUNDS FOR FISCAL YEAR 2014/2015
MAINTENANCE OF EFFORT (MOE) FOR FISCAL YEAR 2014/2015

Agency	Master #	Procurement#	*Service*	Contract Amount	*Location*	*Principal*
Resource & Referral (R&R) Contractors						
Community Child Care Council (4C's) of Alameda County	900164	10485	R&R Provider	$116,837	Hayward	Renee Herzfeld
Bananas, Inc.	900153	10483	R&R Provider	$391,419	Oakland	Richard Winefield
Child Care Links	900158	10481	R&R Provider	$116,837	Pleasanton	Carol Thompson
Alternative Payment (AP) Providers						
Davis Street Community Center	900086	10489	AP Provider	$48,684	San Leandro	Rose Johnson
Total Funding Awards				**$673,777**		
Administrative Cost allowed to SSA				$56,557		
TOTAL CAPP 4000				**$730,334**		
Maintenance of Effort (MOE) Providers						
Ephesians Children's Center	900654	10488	Child Care	$12,977	Berkeley	Newt McDonald
The Salvation Army (Booth Memorial Center)	900701	10496	Child Care	$14,425	Oakland	Ron Strickland
Saint Vincent's Day Home, Inc.	900657	10495	Child Care	$34,220	Oakland	Corinne Mohrmann
Supporting Future Growth Child Development Center	900658	10494	Child Care	$12,802	Oakland	Deborah McFadden
Kidango, Inc.	900186	10493	Child Care	$50,653	Fremont	Paul Miller
24 Hour Oakland Parent Teacher Children Center	900653	10502	Child Care	$14,515	Oakland	Nina Tanner-Smith
MOE Child Care Providers				**$139,592**		
TOTAL				**$869,926**		

Form 110-8 Rev 10/16/13

5

COMMUNITY BASED ORGANIZATION
MASTER CONTRACT EXHIBIT A & B COVERSHEET

Dept Name: **SSA/Department of Children & Family Services** Vendor ID #: **30861** Board PO #: _____

Bus Unit: **SOCSA** Master Contract #: **900086** Procurement Contract #: **10489** Budget Year: **2015**

Acct #	Fund #	Dept #	Program #	Subclass #	Project / Grant #	Amount to be Encumbered	Total Contract Amount
610341	**10000**	**320100**	**36001**			**$48,684**	**$48,684**

Justification if partial encumbrance or liquidation requested: _____

Federal Funds Waiver #: **NA** Contract Maximum: **$48,684**

Procurement Contract Begin Date: **July 1, 2014** Expire Date: **June 30, 2015** Period of Funding From: **July 1, 2014** To: **June 30, 2015**

Department Contact: **Ramil C. Rivera** Telephone #: **510-271-9165** QIC Code: **20203**

Contractor Name: **Davis Street Community Center**

Project Name: **Alternative Payment Child Care Services**

Contractor Address: **3081 Teagarden Street, San Leandro, CA. 94577**

Remittance Address: **(Same as above)** ALCOLINK Vendor Address #: **5**

BOS Dist. #: **3**

Contractor Telephone #: **510-347-4620 x100** Fax #: **510-483-4486** E-mail (Signatory): **rjohnson@davisstreet.org**

Contractor Contact Person: **Rose Padilla Johnson** E-mail (Contact): **rjohnson@davisstreet.org**

Contract Service Category: **Alternative Payment (AP) Child Care Services under CAPP-4000**

Estimated Units of Service: **Refer to contract exhibits**

Method of Reimbursement (Invoicing Procedures): **Based on State Reporting Requirements**

History of Funding:	Original	Amendment #1	Amendment #2	Amendment #3	Amendment #4
Funding Level	**$48,684**				
Amount of Encumbrance	**$48,684**				
File Date	**7/29/14**				
File / Item #	**29409 / No. 4**				
Reason	**Board Action**	**Board Action**			

Funding Source Allocation:

Federal - CFDA #: 93-596	State	County
$24,342	**$24,342**	

The signatures below signify that the attached Exhibits A and B have been received, negotiated and finalized. The Contractor also signifies agreement with all provisions of the Master Contract.

DEPARTMENT

By _____
Signature

Lori A. Cox
Print or Type Name

Title **Agency Director** Date 9/9/14

CONTRACTOR

By _____
Signature

Rose Padilla Johnson
Print or Type Name

Title **Executive Director** Date 7.17.14

RECEIVED
SEP 10 2014
CLERK & BOARD OF SUPERVISORS

By _____

Print or Type Name

Title _____ Date _____

ATTACHMENT A

DISTRIBUTION OF CALIFORNIA DEPARTMENT OF EDUCATION
CHILD CARE AND DEVELOPMENT CONTRACT

CAPP-4000

ALTERNATIVE PAYMENT FUNDS FOR FISCAL YEAR 2014/2015
MAINTENANCE OF EFFORT (MOE) FOR FISCAL YEAR 2014/2015

Agency	Master #	Procurement#	*Service*	Contract Amount	*Location*	*Principal*
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24 Hour Oakland Parent Teacher Children Center	900653	10502	Child Care	$14,515	Oakland	Nina Tanner-Smith
MOE Child Care Providers				**$139,592**		
TOTAL				**$869,926**		

EXHIBIT A

PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS

Contracting Department	Department of Children and Family Services (DCFS)
Contractor Name	Davis Street Community Center
Contract Period	July 1, 2014 – June 30, 2015
Type of Services	Alternative Payment (AP) Childcare Services
Contract Number (PO #)	

I. PROGRAM NAME

Alternative Payment (AP) Childcare Services under CAPP-4000.

II. CONTRACTED SERVICES

Contractor shall provide: Alternative Payment Services for childcare.

III. PROGRAM INFORMATION AND REQUIREMENTS

A. Program Goal

To provide quality childcare and family support services to eligible Alameda County families.

B. Background

Davis Street Community Center (dba Davis Street's Family Resource Center [DSFRC]) is the only organization offering a myriad of services to low-income clients under one roof in San Leandro. Serving the entire County, DSFRC provides food, clothing, transportation, subsidized childcare, free medical and dental care, counseling, parent education, prevention, computer classes, dress for success clothing and holiday food baskets and toy program to create a "safety net" of supportive services.

DSFRC provides a comprehensive family support services to clients that increases their chances of securing and retaining meaningful employment, safe and affordable housing, quality subsidized childcare, generally improving their quality of life.

C. Program Requirements

1. This program provides childcare to families under the guidelines of the California Department of Education.

2. Families must reside in Alameda County.

3. The California Department of Education, Child Development Division (CDE/CDD) subsidizes childcare services for eligible families through its Alternative Payment Program (**AP Contract #01-2401-00-4 CAPP**).

4. Alameda County is permitted to subcontract its AP funding to local Child Care Resource and Referral (R&R) and Alternative Payment agencies that are currently contracting with CDD.

5. This subcontract with Davis Street Community Center AP ensures the continuance of the County AP Program with the County as Prime CDD contractor and Davis Street Community Center AP as subcontractor (Contractor).

D. Family Support Services

1. Provide food, clothing, case management, counseling, medical and dental care to our low income families.

2. Track and monitor all families receiving services.

3. Information about community resources and nutrition will be placed in the food bags and given to clients at initial contact.

4. All family support services will be offered ongoing and throughout the year.

E. Target Population

Contractor shall provide services to the following populations: As described in Section III, #C above.

F. Hours/Days of Operation

Monday through Thursday, 8:00am to 8:00pm, and Friday 8:00am to 6:00pm.

G. Service Area and Service Delivery Sites

3081 Teagarden Street, San Leandro, CA. 94577

H. Certification/Licensure

NA

I. Minimum Staffing Qualifications

Contractor shall have and maintain current job descriptions on file with the Department for all personnel whose salaries, wages, and benefits are reimbursable in whole or in part under this agreement. Job descriptions shall specify the minimum qualifications for services to be performed and shall meet the requirements of the Department. Contractor shall submit revised job descriptions meeting the approval of the Department prior to implementing any changes or employing persons who do not meet the minimum qualifications on file with the Department.

IV. REPORTING REQUIREMENTS

A. Submission of monthly CDD 801A reports and monthly invoices to Alameda County (refer to Exhibit B, Section III, A-D).

B. Submission of Annual Financial Audit Report, which includes an Audited Fiscal Report (AUD form) to CDE by November 3, 2014 (refer to Exhibit B, Section III, D-E).

V. CDD EVALUATION AND PERFORMANCE REQUIREMENTS

Contractor will comply with all CDD Terms and Conditions for the AP Program including family certifications, parent counseling on child care choices, administering provider contracts and payments, ensuring provider eligibility for payment, collection and accounting of parenting fees, and ensuring confidentiality of family and provider files.

VI. SSA EVALUATION AND MONITORING REQUIREMENTS

The SSA DCFS staff, SSA Contracts Office Liaison and/or a member of the SSA Program Evaluation and Research Unit (PERU) may at any time, upon one week's notice, monitor and conduct an evaluation of operations, which may include site visits and reviews of Contractor's financial records and other records and materials to determine progress in the achievement of program goals and objectives and service criteria and requirements as specified within this agreement. A final report will be prepared by the Contracts Office Liaison to provide feedback on areas of compliance and/or non-compliance. Contractor shall submit a written corrective action plan to the Contracts Office Liaison in response to all findings of non-compliance. A follow-up monitor visit will be conducted to insure that all corrective action measures have been completed and contractor is in compliance with contract requirements. Should subcontractors be utilized, Contractor will be responsible for monitoring all subcontractors under this agreement.

VII. ENTIRETY OF AGREEMENT

Contractor shall abide by all provisions of the Community Based Organization Master Contract General Terms and Conditions, all Exhibits, and all Attachments that are associated with and included in this contract.

VIII. CONTRACTOR RESPONSIBILITIES – CLIENT GRIEVANCE POLICY

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

IX. LANGUAGE ACCESS REQUIREMENT FOR CONTRACTORS

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

ATTACHMENT A

CLIENT GRIEVANCE POLICY

WHAT TO DO IF YOU HAVE A GRIEVANCE

If you have a complaint about the performance of **(INSERT NAME OF CONTRACTOR)** staff, and/or you feel you have been treated unfairly, the following are the steps you should take to have your complaint heard:

1. Talk privately to the person with whom you have the problem. We encourage you to try first to work out the problem in an open and informal way.

2. If you do not feel comfortable talking with the person with whom you have the problem, or you do talk with them and are not satisfied with the outcome, you may make an appointment to speak with or submit a written complaint (which may be in your own language) to **(INSERT NAME OF CONTRACTOR)** Executive Director or designee. If you have good cause to use another medium to communicate your complaint, such as a tape recording, you may do so. The Executive Director or designee shall meet with you or provide you with a written response to your written complaint within ten (10) working days of the meeting or receipt of your written complaint.

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

Alameda County Social Services Agency
Administrative Offices
2000 San Pablo Avenue
Oakland, CA 94612
Attn: Lori A. Cox
Social Services Agency Director
(510) 271-9100

I certify that the information in this document was explained to my satisfaction in my own language and a copy of this form was given to me.

_____
Client's Name (printed)

_____ _____
Client's Signature Date

ANEXO A

POLITICA PARA QUEJAS DE CLIENTES

QUE HACER SI USTED TIENE UNA QUEJA

Si usted tiene una queja acerca del rendimiento de **(INSERT NAME OF CONTRACTOR)** personal, y/o usted siente que se le ha tratado injustamente, los siguientes son los pasos que tendrá que seguir para que su queja sea escuchada:

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

2. Si usted no se siente cómodo hablando con la persona con quien usted tiene el problema, o habla con esa persona y no esta satisfecho/a con los resultados, usted puede hacer una cita para hablar con, o someter una queja por escrito (cual puede ser en su propio idioma) al **(INSERT NAME OF CONTRACTOR)** Director Ejecutivo o su representante. Si tiene una buena razón para utilizar otro medio de comunicar su queja, así como una cinta de grabación, lo podrá hacer. El Director Executivo o su representante se reunirá con usted o le proveerá una respuesta por escrito a su queja durante diez (10) días hábiles de su cita o de haber recibido su queja por escrito.

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

Agencia de Servicios Sociales del Condado de Alameda
Oficinas Administrativas
2000 Avenida San Pablo
Oakland, CA 94612
Atención: Lori A. Cox
Directora de la Agencia de Servicios Sociales
(510) 271-9100

Certifico que la información en este documento fue explicada para mi entera satisfacción y en mi propio idioma y que una copia de este formulario me fue dada.

_____
Nombre del Cliente (favor de imprimir)

_____ _____
Firma del Cliente Fecha

ATTACHMENT B
(Revised: 07/01/12)

LANGUAGE ACCESS REQUIREMENTS FOR CONTRACTORS

I. The Alameda County Social Services Agency (SSA) has developed and adopted a Master Plan on Language Access to ensure its limited-English proficient (LEP) clients are provided with language accessible services and communications. Under the plan's provisions, community-based organizations (CBOs)/contractors whose services are contracted by the SSA:

A. Shall clearly disclose language access capabilities in relationship to the population served.
B. Shall have a plan in place—available for review upon request by County staff—for referring clients whose language needs the contractor can't accommodate.
C. Shall permit County staff to conduct ongoing monitoring of contracted services for compliance with provisions of the County's Language Access Plan.
D. Shall provide the County with a list and copies of all printed contract-related marketing/promotional/education-related materials (including languages materials are printed in).

II. The SSA shall aid contracted CBOs in expanding language interpretation services through:

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

EXHIBIT B

TERMS OF PAYMENT

Contracting Department	Department of Children and Family Services (DCFS)
Contractor Name	Davis Street Community Center
Contract Period	July 1, 2014 – June 30, 2015
Type of Services	Alternative Payment Childcare Services
Contract Number (PO #)	
Contract Amt/Max	$48,684.00

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 – See Exhibit B-1

B. Agency Composite Budget – See Exhibit B-2

II. TERMS AND CONDITIONS OF PAYMENT

A. Contract Amount/Maximum

- The County agrees to compensate Contractor a maximum of **$48,684.00** for this contract period. Reimbursement shall include the cost of child care paid to the child care providers plus administrative and support services cost of the alternative program. The total cost for administrative and support services shall not exceed an amount equal to 17.5 percent (17.5%) of the total contract amount.

- Of this amount, at least 82.5 percent (82.5%) must be payments for direct services, and no more than 17.5 percent (17.5%) may be for support services and administrative costs together. Administrative costs alone cannot exceed the cost allowable pursuant to EC 8223, 5CCR, Section 18034 (c).

- Contractor will maintain separate expenditures for each source category to remain in compliance with state CDE requirements.

- **Funding beyond June 30, 2015 is not guaranteed.**

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 Contract Liaison prior to billing the County.

No supplemental billing will be accepted without Contractor's prior notification and approval by SSA Contract Liaison 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 (via e-mail) request to the SSA Contract Liaison for any contract budget adjustment with justification for requested expenditure revisions inclusive of specific impacts to current services being delivered. If impacts to contracted services levels are significant the SSA Contract Liaison will consult and obtain approval from the relevant Program department.

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 will submit a signed invoice and CDD 801A report to County for specified month of service, **no later than the 10th business day of the month following the service month**.

B. A final CD 801A report will be submitted to County by **no later than July 11, 2015**.

C. Payments to Contractor by County may be contingent upon submission of CDD 801A reports due to County.

D. As required by California Department of Education (CDE), Contractor will mail an Annual Financial Audit Report, which **must include an Audited Fiscal Report (AUD form) by November 3, 2014** to:

California Department of Education
Audits and Investigations Division
1430 N Street, Suite5319
Sacramento, CA. 95814
Attention: Audit Reports Review Section

Refer to the CDE Audit Guidelines at: http://www.cde.ca.gov/fg/au/pm/

E. Contractor will email the completed Audit Report to the contract liaison **by November 3, 2014** to confirm the Annual Financial Audit Report was sent.

F. **The term of this agreement is July 1, 2014 through June 30, 2015**.

IV. FUNDING AND REPORTING REQUIREMENTS

Funding under this contract shall not duplicate funding from other sources. Should other funding duplicate funding under this contract, the invoices to Alameda County will be reduced accordingly by the amount of duplicate funding.

V. TERMINATION PROVISIONS

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

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

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.

Termination By Mutual Agreement -- County and Contractor may otherwise agree in writing to terminate this Agreement in a manner consistent with mutually agreed upon specific terms and conditions.

EXHIBIT B-1

FUNDED PROGRAM BUDGET

Budget Categories	Grant Request
Personnel salaries	
Taxes and benefits	
Consultant fees	
Mileage tavel	
Air travel	
Rental fees	
Training fees pr materials	
letters/postage	
Supplies/copies/faxes	
Equipment purchases	
Equipment rental	
Space rental	
Advertising	
Phone or internet charges	
Other - Operating and Administrative cost	
General office support	$48,684
The grant contract will support the delivery of support services to needy families	
Total cost	$48,684

EXHIBIT B-2

AGENCY COMPOSITE BUDGET

	Administration and Fundraising	Basic Needs	Chid Development Services	Primary Care Clinic	Agency wide BUDGET FYE 2015	
Sources-Revenue and support						
Federal & state contracts	$ -	$ 29,500	$ 4,990,974	$ 1,476,821	$ 6,497,295	
County, City and local contracts	-	424,816	$	40,000	464,816	
Earned revenue-Fee per service			$ 1,041,564	345,000	1,386,564	
Grants, gifts and contributions	306,000	50,000	$ -	750,000	1,106,000	
Fundraising and events	345,421	-	$	-	345,421	
In-kind contributions and donated assets		700,000	$		700,000	
Other revenue support and income	85,300	-	$	-	85,300	
Total Sources Revenue and support	$ 736,721	$ 1,204,316	$ 6,032,538	$ 2,611,821	$ 10,585,396	
Uses of funds						
Salaries and wages	$ 293,200	$ 232,307	$ 1,456,447	$ 1,617,980	$ 3,599,933	
Statutory/payroll taxes	43,086	38,679	210,811	220,854	513,431	
Fringe benefits	34,785	38,924	192,907	189,165	455,781	
Personnel cost	$ 371,071	$ 309,909	$ 1,860,165	$ 2,028,000	$ 4,569,145	
Childcare provider payments	-	-	3,738,407	-	3,738,407	
Occupancy	35,316	47,984	81,654	93,000	257,954	
Outside services	52,238	15,381	92,381	111,000	271,000	
Program supplies and expenses	-	43,000	90,000	60,000	193,000	
Insurance	11,000	7,600	13,800	33,000	65,400	
Telecommunications	9,000	3,600	20,400	12,000	45,000	
Community outreach and promotion	16,200	1,200	6,000	52,000	75,400	
Travel, conferences, workhops and trainings	7,800	2,100	16,800	27,000	53,700	
Equipment rental & maintenance	2,100	10,200	2,700	3,000	18,000	
Membership, affiliation, dues & subscription	9,300	900	12,500	9,000	31,700	
Administrative and general	32,515	6,462	60,282	45,000	144,259	
Special events and fundraising	95,000			-	95,000	2 major events-Spring galaand Comedy Night
Depreciation and amortization	28,278	34,517	29,205	32,750	124,750	
Interest and financing cost	17,738	20,025	7,237	82,700	127,700	Mortgage note on 3081 Teagarden property
In-kind contributions/services donated		700,000		-	700,000	Alameda Co Food Bank
Total Uses of funds	687,557	1,202,877	$ 6,031,531	2,588,450	10,510,415	
Excess [deficit] of revenue over expenditures	$ 49,164	$ 1,439	$ 1,007	$ 23,371	$ 74,980	

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/COVERAGE	MINIMUM LIMITS
A	**Commercial General Liability** Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	**Commercial or Business Automobile Liability** All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	**Workers' Compensation (WC) and Employers Liability (EL)** Required for all contractors with employees	WC: Statutory Limits EL: $100,000 per accident for bodily injury or disease
D	**Professional Liability/Errors & Omissions** Includes endorsements of contractual liability	$1,000,000 per occurrence $2,000,000 project aggregate
E	**Endorsements and Conditions:**	

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:
   - Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party), or at minimum named as an "Additional Insured" on the other's policies.
   - Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured.
7. **CANCELLATION OF INSURANCE:** All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation.
8. **CERTIFICATE OF INSURANCE:** Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The require certificate(s) and endorsements must be sent to:

   - Contracts Office / 2000 San Pablo Ave. 4th floor, Oakland, CA 94612

DAVISTR-01 NOURT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/1/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McDermott-Costa Co., Inc. 276 Dolores Ave San Leandro, CA 94577	CONTACT NAME: PHONE (A/C, No, Ext): (510) 351-7460 FAX (A/C, No): (510) 357-3230 E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : NonProfits' Ins Alliance of CA INSURER B : State Compensation Ins. Fund INSURER C : INSURER D : INSURER E : INSURER F :
INSURED Davis Street Community Center, Inc. Inc. 3081 Teagarden Street San Leandro, CA 94577	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		2014-10454-NPO	07/01/2014	07/01/2015	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
	X PROF LIABILITY-Incl						MED EXP (Any one person)	$ 20,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			2014-10454-NPO	07/01/2014	07/01/2015	BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A		9089787	02/15/2014	02/15/2015	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

County of Alameda, its Board of Supervisors, the individual members, and all county officers, agents, employees and representatives are additional insured.
*30 day notice of cancellation.

CERTIFICATE HOLDER

Alameda County Social Services Agency
Contracts Office
2000 San Pablo Ave. 4th Floor
Oakland, CA 94612

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
Alameda County Social Services Agency Contract Office **Attn: Maria Mayberry** **2000 San Pablo Ave., 4th Floor** **Oakland, CA 94612** **County of Alameda, its Board of Supervisors, the individual members, and all county officers, agents, employees and representatives are additional insured.**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

A. In the performance of your ongoing operations; or

B. In connection with your premises owned by or rented to you.

DAVISTR-01 NOURT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/19/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McDermott-Costa Co., Inc. 276 Dolores Ave San Leandro, CA 94577	CONTACT NAME: PHONE (A/C, No, Ext): (510) 351-7460 FAX (A/C, No): (510) 357-3230 E-MAIL ADDRESS:
INSURED Davis Street Community Center, Inc. 3081 Teagarden Street San Leandro, CA 94577	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : NonProfits' Ins Alliance of CA INSURER B : State Compensation Ins. Fund INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X PROF LIAB-Incl GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	X		2013-10454-NPO	07/01/2013	07/01/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 20,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			2013-10454-NPO	07/01/2013	07/01/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (PER ACCIDENT)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		TBD	02/15/2014	02/15/2015	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

County of Alameda, its Board of Supervisors, the individual members, and all county officers, agents, employees and representatives are additional insured.
*30 day notice of cancellation.

CERTIFICATE HOLDER

Alameda County Social Services Agency Contract Office
Attn: Maria Mayberry
2000 San Pablo Ave., 4th Floor
Oakland, CA 94612

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

EXHIBIT D

AUDIT REQUIREMENTS

The County contracts with various organizations to carry out programs mandated by the Federal and State governments or sponsored by the Board of Supervisors. Under the Single Audit Act Amendments of 1996 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.

The County discharges this responsibility by reviewing audit reports submitted by contractors and through other monitoring procedures.

I. AUDIT REQUIREMENTS

A. Funds from Federal Sources:

1. Nonfederal entities which are determined to be subrecipients by the supervising department according to§__.210 of OMB Circular No. A-133 and which expend annual Federal awards in the amount specified in §__.200 (b) of OMB Circular No. A-133 are required to have a single audit in accordance with §__.500 of OMB Circular No. A-133.

2. When a nonfederal entity expends annual Federal awards in the amount specified in §__.200 (a) of OMB Circular No. A-133 under only one Federal program (excluding R&D) and the Federal program's laws, regulations, or grant agreements do not require a financial statement audit, the nonfederal entity may elect to have a program-specific audit conducted in accordance with §__.235 of OMB Circular No. A-133.

3. Nonfederal entities which expend annual Federal awards in the amount specified in §__.200 (d) of OMB Circular No. A-133 are exempt from the single audit requirement except that the County may require a limited-scope audit in accordance with §__.230 (b) (2) of OMB Circular No. A-133.

B. Funds from All Sources:

Nonfederal 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 Government Auditing Standards covering all County programs.

2. Less than $100,000 are exempt from these audit requirements except as otherwise noted in the contract.

Nonfederal entities that are required to have or choose to do a single audit in accordance with OMB Circular No. A-133 are not required to have a financial audit in the same year. However, nonfederal 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 Government Auditing Standards issued by the Comptroller General of the United State (GAGAS), which are applicable to financial audits.

2. All audits must be conducted annually, except where specifically allowed otherwise by laws, regulations or County policy.

3. Audit reports must identify each County program covered in the audit by contract number, contract amount and contract period. 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 hereinbefore.

II. AUDIT REPORTS

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

III. AUDIT RESOLUTION

Within 30 days of issuance of the audit report, the entity must submit to its County supervising department a corrective action plan to address the findings contained in the audit report. Questioned costs and disallowed costs must be resolved according to procedures established by the County in the Contract Administration Manual. The County supervising department will follow up on the implementation of the corrective action plan as it pertains to County programs.

IV. ADDITIONAL AUDIT WORK

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

EXHIBIT E

(INTENTIONALLY OMITTED)

EXHIBIT F

COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION

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

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

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

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

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

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

CONTRACTOR: Davis Street Community Center

PRINCIPAL: Rose Padilla Johnson TITLE: Executive Director

SIGNATURE: DATE: 7.17.14

USER NAME PASSWORD

LOG IN

Forgot Username? Forgot Password?

Create an Account

Entity Dashboard

DAVIS STREET COMMUNITY CENTER INC
DUNS: 960435774 CAGE Code: 6CLT4
Status: Active

3081 TEAGARDEN ST
SAN LEANDRO, CA, 94577-5720,
UNITED STATES

- Entity Overview
- Entity Record
  - Core Data
  - Assertions
  - Reps & Certs
  - POCs
- Reports
  - Service Contract Report
  - BioPreferred Report
- Exclusions
  - Active Exclusions
  - Inactive Exclusions

RETURN TO SEARCH

Entity Overview

Entity Information

Name: DAVIS STREET COMMUNITY CENTER INC
Doing Business As: DAVIS STREET FAMILY RESOURCE CENTER
Business Type: Business or Organization
POC Name: Denise Kaplan
Registration Status: Active
Activation Date: 02/11/2014
Expiration Date: 02/11/2015

Exclusions

Active Exclusion Records? No

View assistance for SAM.gov

Search Results

Current Search Terms: Rose* padilla* johnson*

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

No records found for current search.

Glossary

Search Results

Entity

Exclusion

Search Filters

By Record Status

By Functional Area - Entity Management

By Functional Area - Performance Information

ALAMEDA COUNTY BOARD OF SUPERVISORS
MINUTE ORDER

The following action was taken by the Alameda County Board of Supervisors on 07/29/2014

Approved as Recommended ◉ **Other** ○

Unanimous ☐ **Chan:** [X] **Haggerty:** [ ] **Miley:** [ ] **Valle:** [ ] **Carson:** [ ] - [4]
Vote Key: N=No; A=Abstain; X=Excused

Documents accompanying this matter:

Contract: C-2014-95
Resolution: R-2014-245

Documents to be signed by Agency/Purchasing Agent:

File No. 29409
Item No. 4

Copies sent to:
J. Villaflor, K. Chen, R. Ramil & Auditor

Special Notes:
Alternative Payment Contract No. CAPP-4000, General Fund, Project No. 01-2401-00-4

I certify that the foregoing is a correct copy of a Minute Order adopted by the Board of Supervisors, Alameda County, State of California.

ATTEST:
Clerk of the Board
Board of Supervisors

By: _____
Deputy

AGENDA_____July 29, 2014

Alameda County
Social Services Agency

Lori A. Cox
Agency Director

Thomas L. Berkley Square
2000 San Pablo Avenue, Fourth Floor
Oakland, California 94612
510-271-9100 / Fax: 510-271-9108
ssadirector@acgov.org
http://alamedasocialservices.org

June 19, 2014

Honorable Board of Supervisors
Administration Building
Oakland, CA 94612

Dear Board Members:

SUBJECT: Request for approval of Alternative Payment Child and Development Contracts for FY 2014-2015.

RECOMMENDATIONS:

A. Approve and authorize the President of the Board to sign Alternative Payment Contract Number CAPP-4000, General Fund, Project No. 01-2401-00-4, with the California Department of Education in the amount of $730,334 for Child Care and Development Services effective July 1, 2014 through June 30, 2015;

B. Approve four (4) service agreements to current CBO Master Contractors at FY 2014-2015 award levels funded through the Contract Number CAPP-4000, totaling $673,777 for specific Resource and Referral and Alternate Payment Provider Child Care contractors as detailed in Attachment A, and delegate authority to the Social Services Agency (SSA) Director, or designee, to sign and execute the contracts under the master contracting process;

C. Approve FY 2014-2015 funding distributions for six (6) service agreements totaling $139,592 to CBO Master Contractors - Maintenance of Effort (MOE) Child Care providers as detailed in Attachment A and delegate authority to the SSA Director, or designee, to sign and execute the contracts under the master contracting process; and,

D. Approve and authorize the President of the Board to sign additional Agreement Attachments: 1) Contractor Certification Clauses; 2) Resolution entering into a transaction with the California Department of Education to provide child care and development services; and 3) Federal Certifications for Lobbying, Debarment, Suspension, Other Responsibility Matters and Drug Free Workplace Requirements.

SUMMARY/DISCUSSION:

This letter requests action by your Board to approve FY 2014-2015 contract award distributions among contractors for the Alternative Payment Child Care and Development contracts. These funds were awarded to child care providers and designated Resource and Referral (R&R) contractors and Alternate Payment (AP) Providers to support child care services to children who are at risk of abuse or neglect, and to children whose families are receiving CalWORKs funds and are working or in job training programs.

In order to leverage CAPP-4000 funding from the State, Alameda County provides matching funds in the amount of $139,592, which support additional MOE provider childcare services.

The total amount of funds available for FY 2014-2015 Alternative Payment Maximum Child Care and Development Programs is $730,334, of which $673,777 is allotted to contracted services and $56,557 is allotted to program administration.

SELECTION/CRITERIA PROCESS:

On July 30, 2013, (File No. 28951, Item No. 8), all of the contractors listed on Attachment A were previously approved by your Board. All were recommended according to the County's contracting policy. The contracts were determined according to the contractors' specialized skills, services and geographical locations. All contractors are located in the County of Alameda. All of the providers listed on Attachment A are non-profit community based organizations that are exempt from the County's SLEB policy.

FINANCING:

The FY 2014-2015 final budget includes funds for this request. There are no new net County costs.

Sincerely,

Lori A. Cox
Agency Director

V Drive:/Boardletters/2014/07.29.14. CAPP4000

ATTACHMENT A

DISTRIBUTION OF CALIFORNIA DEPARTMENT OF EDUCATION
CHILD CARE AND DEVELOPMENT CONTRACT

CAPP-4000

ALTERNATIVE PAYMENT FUNDS FOR FISCAL YEAR 2014/2015
MAINTENANCE OF EFFORT (MOE) FOR FISCAL YEAR 2014/2015

Agency	Master #	Procurement#	*Service*	Contract Amount	*Location*	*Principal*
Resource & Referral (R&R) Contractors						
Community Child Care Council (4C's) of Alameda County	900164	10485	R&R Provider	$116,837	Hayward	Renee Herzfeld
Bananas, Inc.	900153	10483	R&R Provider	$391,419	Oakland	Richard Winefield
Child Care Links	900158	10481	R&R Provider	$116,837	Pleasanton	Carol Thompson
Alternative Payment (AP) Providers						
Davis Street Community Center	900086	10489	AP Provider	$48,684	San Leandro	Rose Johnson
Total Funding Awards				**$673,777**		
Administrative Cost allowed to SSA				$56,557		
TOTAL CAPP 4000				**$730,334**		
Maintenance of Effort (MOE) Providers						
Ephesians Children's Center	900654	10488	Child Care	$12,977	Berkeley	Newt McDonald
The Salvation Army (Booth Memorial Center)	900701	10496	Child Care	$14,425	Oakland	Ron Strickland
Saint Vincent's Day Home, Inc.	900657	10495	Child Care	$34,220	Oakland	Corinne Mohrmann
Supporting Future Growth Child Development Center	900658	10494	Child Care	$12,802	Oakland	Deborah McFadden
Kidango, Inc.	900186	10493	Child Care	$50,653	Fremont	Paul Miller
24 Hour Oakland Parent Teacher Children Center	900653	10502	Child Care	$14,515	Oakland	Nina Tanner-Smith
MOE Child Care Providers				**$139,592**		
TOTAL				**$869,926**		