

BOS Agreement # _____
Org/Object Code: _____
Account String _____
Budget Unit _____
Branch: _____

**COUNTY OF MENDOCINO
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of _____, 2011, is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY," and Chabot-Las Positas Community College District, hereinafter referred to as the "CONTRACTOR."

WITNESSETH

WHEREAS, pursuant to Government Code Section 31000, COUNTY may retain independent contractors to perform special services to or for COUNTY or any department thereof; and,

WHEREAS, COUNTY desires to obtain Foster and Adoptive Care Provider Training; and

WHEREAS, CONTRACTOR is professionally qualified to provide such services and is willing to provide same to COUNTY; and

NOW, THEREFORE it is agreed that COUNTY does hereby retain CONTRACTOR to provide the services described in Exhibit A, and CONTRACTOR accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A	Definition of Services
Exhibit B	Payment Terms
Exhibit C	Insurance Requirements
Exhibit D	Assurance of Compliance with Nondiscrimination
Appendix A	Certification Regarding Debarment, Suspension, and other Responsibility Matters - lower tier covered transactions

The term of this Agreement shall be from July 1, 2010, through June 30, 2011.

The compensation payable to CONTRACTOR hereunder shall not exceed Three Hundred and Fifteen Thousand, Two Hundred and Nineteen Dollars (\$315,219) for the term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF MENDOCINO

**CHABOT-LAS POSITAS
COMMUNITY COLLEGE DISTRICT**

By: _____
John Pinches, Chair
And/or Carre Brown, Vice Chair
Board of Supervisors

By: _____
Signature

Title: Vice Chancellor of
Business Services

Date: _____

ATTEST:
KRISTI FURMAN, Clerk of said Board

**NAME AND ADDRESS OF
CONTRACTOR:**

By: _____
Deputy

Attn. Lorenzo S. Legaspi
Chabot-Las Positas Community
College District
5020 Franklin Drive
Pleasanton, Ca. 94588

**HEALTH AND HUMAN SERVICES
AGENCY
Children and Family System of Care**

INSURANCE REQUIREMENTS:

KRISTIN McMENOMEY, Director
General Services Agency

By: _____
Mary Elliott, Director
Children & Family System of Care

By: _____
RISK MANAGER

Date: _____

Date: _____

APPROVED AS TO FORM:

JEANINE B. NADEL, County Counsel

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

By: _____

Date: _____

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that the relationship of the parties is that of Independent Contractors. Neither party is the agent or employee of the other in any capacity whatsoever, and neither party shall not be liable for any acts or omissions by the other nor for any obligations or liabilities incurred by the other.

Neither party nor its officers, agents, or employees shall have any claim from the other under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

Each party shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold the other party harmless from any and all liability which that party may incur because of the other party's failure to pay such amounts.

In carrying out the work contemplated herein, each party shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as Independent Contractors and shall not be treated or considered in any way as officers, agents and/or employees of the other party.

Each party, by this Agreement, agrees to perform its said work and functions at all times in strict accordance with all applicable federal, state and County laws, ordinances, regulations, titles, departmental procedures and currently approved methods and practices in his/her field and that the sole interest of the other party is to insure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the party agency concerned.

Notwithstanding the foregoing, if the a party determines that pursuant to state and federal law an officer, agent, or employee of the other party is an employee for purposes of income tax withholding, that party may upon two week's notice to the other party, withhold from payments to the other party hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** To the fullest extent permitted by law, each party shall hold harmless, defend and indemnify the other party, its governing board, directors, attorneys, officers, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the operations or performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property, including the loss there from, or to any violation of federal, state or municipal law or regulation, and (2) is caused in whole or in part by any negligent act, omission or willful misconduct of that party, any subcontractor of that party, anyone directly or indirectly employed by any of that party, or for anyone for whose acts any of them may be liable, save and except claims or litigation arising through the sole negligence or sole willful misconduct of the other party or its officers or employees. A party may participate in the defense of any such claim without relieving other party of any obligation hereunder.
Additionally, Governmental Code Section 895.2 imposes certain tort liability jointly upon public agencies solely by reason of such public agencies being parties to an agreement as defined in Government Code Section 895. Therefore, the parties hereto, as between themselves, pursuant to the authorization contained in Government Code Sections 895.4 and 895.6, each assumes the full liability imposed upon it or any of its officers, agents, representatives or employees by law for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Government Code Section 895.2. To achieve this purpose, each party indemnifies and holds harmless the other party for any loss, cost, or expense, including reasonable attorneys' fees, that may be imposed upon or incurred by such other party solely by virtue of Governmental Code Section 895.2.
3. **INSURANCE AND BOND:** Each party shall at all times during the term of the Agreement with the COUNTY maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.
4. **WORKERS' COMPENSATION:** Each party shall provide Workers' Compensation insurance, as applicable, at that party's own cost and expense and further, neither party nor its carrier shall be entitled to recover from the other party any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.
5. **CONFORMITY WITH LAW AND SAFETY:**
 - a. In performing services under this Agreement, each party shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Each party shall indemnify and hold the other party harmless from

any and all liability, fines, penalties and consequences from any of that party's failures to comply with such laws, ordinances, codes and regulations.

- b. Accidents: If a death, serious personal injury or substantial property damage occurs in connection with either party's performance of this Agreement, that party shall immediately notify the other party by telephone. Each party shall promptly submit to the other a written report, in such form as may be required by the other of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of the party's sub-contractor, if any; (3) name and address of the party's liability insurance carrier; and (4) a detailed description of the accident and whether any of the party's equipment, tools, material, or staff were involved.
 - c. Each party further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the other party the opportunity to review and inspect such evidence, including the scene of the accident.
6. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to CONTRACTOR as provided in Exhibit B hereto, as funding permits.
7. TRAVEL EXPENSES: CONTRACTOR shall not be allowed or paid travel expenses unless set forth in this Agreement.
8. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONTRACTOR.
9. CONFIDENTIALITY: Each party agrees to require its employees to comply with the provisions of Section 10850 of the Welfare and Institutions Code and Division 19000 of the State of California, Department of Social Services, Manual of Policies and Procedures, to assure that:
- a. All applications and records concerning an individual, made or kept by any public officer or agency in connection with the administration of any provision of the Welfare and Institutions Code relating to any form of public social services for which grants-in-aid are received by this State from the Federal Government shall be confidential and shall not be open to examination for any purpose not directly connected with the administration of such public social services.
 - b. No person shall publish or disclose, or use or permit, or cause to be published, disclosed or used, any confidential information pertaining to an applicant or recipient.

Each party agrees to inform all its employees, agents, and partners of the above provisions and that any person who knowingly or intentionally violates the provisions of said State law is guilty of a misdemeanor.

10. **MONITORING:** CONTRACTOR shall cooperate fully with any utilization review committee established by the COUNTY for the purpose of monitoring the accomplishments and effectiveness of CONTRACTOR and specific services provided to individuals.
11. **ABUSE REPORTING REQUIREMENTS:**
 - a. **CHILD ABUSE REPORTING REQUIREMENT:** Each party shall ensure that all known or suspected instances of child abuse or neglect are reported to a child protective agency as defined in Penal Code Section 11165(k). This responsibility shall include:
 - (1) A requirement that all employees, consultants, or agents performing services under this contract who are required by Penal Code Section 11166, to report child abuse or neglect, sign a statement that he or she knows of the reporting requirements and shall comply with them.
 - (2) Establishing procedures to ensure reporting even when employees, consultants, or agents who are not required to report child abuse under Penal Code 11166, gain knowledge of, or reasonably suspect that a child has been a victim of abuse or neglect.
 - b. **ADULT ABUSE REPORTING REQUIREMENT:** Each party shall ensure that all known or suspected instances of elder abuse as defined in Welfare and Institutions Code 15610 are reported to Adult Protective Services. This responsibility shall include:
 - (1) A requirement that all employees, consultants, or agents performing services under this contract who are required by Welfare and Institutions Code Section 15630 and 15632, to report adult abuse or neglect, sign a statement that he or she knows of the reporting requirements and shall comply with them.
 - (2) Establishing procedures to ensure reporting even when employees, consultants, or agents who are not required to report adult abuse under Welfare and Institutions Code Section 15630 and 15632, gain knowledge of, or reasonably suspect that an adult has been a victim of abuse or neglect.
12. **HIPAA COMPLIANCE:** Each party agrees to comply with the applicable regulations for the Health Insurance Portability and Accountability Act (HIPAA) and shall hold the other party harmless from any sanctions received by the party, to the extent permitted by law, for breach of these regulations. Each party also agrees: patients to whom services are rendered are third-party beneficiaries of

this section; to prohibit any unauthorized disclosures or use of protected information; to put in place appropriate safeguards ensuring only permitted uses and disclosures; to immediately report to other party reports of any unauthorized uses or disclosures; ensure that sub-contractors of the party agree to the provisions of this section; to consent to patient access to their own health information; to make protected information available to the Federal Department of Health and Human Services as well as all internal compliance policies and procedures; to provide for the destruction of protected information upon CONTRACT termination unless it must be retained to comply with another provision of law; and to ensure appropriate correction or amendment of records. A failure by either party to adhere to these provisions shall result in contract termination.

13. ELIGIBILITY FOR SERVICES: The COUNTY shall determine eligibility for receiving services under this CONTRACT.
14. OWNERSHIP OF DOCUMENTS: CONTRACTOR hereby assigns to the COUNTY and its assignees all non-exclusive copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the COUNTY, the CONTRACTOR, the CONTRACTOR's subcontractors or third parties at the request of the CONTRACTOR (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

CONTRACTOR shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. CONTRACTOR agrees to take such further steps as may be reasonably requested by COUNTY to implement the aforesaid assignment. If for any reason said assignment is not effective, CONTRACTOR hereby grants the COUNTY and any assignee of the COUNTY an express royalty – free license to retain and use said Documents and Materials. The COUNTY's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not CONTRACTOR's services as set forth in Exhibit A of this Agreement have been fully performed or paid for.

In CONTRACTOR's contracts with other contractors, CONTRACTOR shall expressly obligate its Subcontractors to grant the COUNTY the aforesaid assignment and license rights as to that CONTRACTOR's Documents and Materials. CONTRACTOR agrees to defend, indemnify and hold the County harmless from any damage caused by a failure of the CONTRACTOR to obtain such rights from its Contractors and/or Subcontractors.

CONTRACTOR shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the CONTRACTOR and incorporated into the work as set forth in Exhibit A, and shall

defend, indemnify and hold the COUNTY harmless from any claims for infringement of patent or copyright arising out of such selection.

The COUNTY's rights under this Paragraph 14 shall not extend to any computer software used to create such Documents and Materials.

15. **CONFLICT OF INTEREST; CONFIDENTIALITY:** Each party covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, CONTRACTOR represents to and agrees with the COUNTY that CONTRACTOR has no present, and will have no future, conflict of interest between providing the COUNTY services hereunder and any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the Board of Supervisors of the County.

Each party agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement, will be kept confidential and not be disclosed to any other person. Each party agrees to immediately notify the other party by notices provided in accordance with Paragraph 16 of this Agreement, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this Agreement.

These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to the County hereunder.

16. **NOTICES:** All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. **Certified Mail:** When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Telex or facsimile transmission: When sent by telex or facsimile to the last telex or facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly

given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To COUNTY: COUNTY OF MENDOCINO
Health and Human Services Agency
Children & Family System of Care
860 N. Bush St.
Ukiah, CA 95482
ATTN: Mary Elliott

To CONTRACTOR: Chabot-Las Positas Community College District
7600 Dublin Blvd., Suite 102
Dublin, CA 94568
ATTN: Julia Dozier

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or telex or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

17. USE OF PROPERTY: Neither party shall not use property of the other (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.
18. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS: Each party certifies that it is in compliance with the Equal Employment Opportunity Requirement of the Civil Rights Act and any other federal or state laws pertaining to equal employment opportunity and that it shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, age, sex, national origin, ancestry, marital status, political affiliation or physical or mental condition, in matters pertaining to recruitment, hiring, training, upgrading, transfer, compensation or termination.
 - a. Each party shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - b. Each party shall, if requested to so do by the other, certify that it has not, in the performance of this Agreement, discriminated against applicants or

employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.

- c. If requested to do so by the other party, each party shall provide the other party with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
 - d. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.
 - e. Each party shall include the provisions set forth in paragraphs a through e (above) in each of its subcontracts.
19. **NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS FOR RECIPIENTS OF MENDOCINO COUNTY HEALTH & HUMAN SERVICES AGENCY:** If applicable, under this CONTRACT, the CONTRACTOR provides assistance or services to any applicant, client, participant or service recipient, hereinafter referred to as "recipient" of the Mendocino County Health & Human Services Agency, the CONTRACTOR shall administer said assistance or service in compliance with the provisions of Exhibit D "Assurance of Compliance with the Mendocino County Health & Human Services Agency Nondiscrimination in State and Federally Assisted Programs" form and shall complete and submit to the COUNTY said form prior to providing said assistance or service under this CONTRACT. CONTRACTOR shall not charge recipients for the use of interpreters and shall insure that recipients covered under the provisions of Exhibit D are not denied or delayed in receiving assistance or services available to the other recipients under this CONTRACT.
20. **DRUG-FREE WORKPLACE:** CONTRACTOR and CONTRACTOR's employees shall comply with the COUNTY's policy of maintaining a drug-free workplace. Neither CONTRACTOR nor CONTRACTOR's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at a County facility or work site, the CONTRACTOR, within five days thereafter, shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.
21. **ENERGY CONSERVATION:** CONTRACTOR agrees to comply with the mandatory standards and policies relating to energy efficiency in the State of California Energy Conservation Plan. (Title 24, California Code of Regulations)
22. **COMPLIANCE WITH LICENSING REQUIREMENTS:** CONTRACTOR shall comply with all necessary licensing requirements and shall obtain appropriate

licenses and display the same in a location that is reasonably conspicuous, as well as file copies of same with the County Executive Office.

23. **AUDITS; ACCESS TO RECORDS:** The CONTRACTOR shall make available to the COUNTY, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the COUNTY, and shall furnish to the COUNTY, its authorized agents, officers or employees such other evidence or information as the COUNTY may require with regard to any such expenditure or disbursement charged by the CONTRACTOR.

The CONTRACTOR shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the CONTRACTOR in the performance of this Agreement. If such books and records are not kept and maintained by CONTRACTOR within the County of Mendocino, California, CONTRACTOR shall, upon request of the COUNTY, make such books and records available to the COUNTY for inspection by providing COUNTY with copies of such books and records electronically or by mail. If COUNTY requests to inspect the original records, CONTRACTOR shall make such records available for inspection during normal business hours at the place where such records are routinely kept by CONTRACTOR.

CONTRACTOR shall provide such assistance as may be reasonably required in the course of such inspection. The COUNTY further reserves the right to examine and reexamine said books, records and data during the four (4) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the COUNTY, and the CONTRACTOR shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for four (4) years after the COUNTY makes the final or last payment or within four (4) years after any pending issues between the COUNTY and CONTRACTOR with respect to this Agreement are closed, whichever is later.

24. **DOCUMENTS AND MATERIALS:** CONTRACTOR shall maintain and make available to COUNTY for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 14 of this Agreement. CONTRACTOR's obligations under the preceding sentence shall continue for four (4) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by COUNTY), and CONTRACTOR shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for four (4) years following the COUNTY's last payment to CONTRACTOR under this Agreement.
25. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

26. **TERMINATION:** The COUNTY has and reserves the right to suspend, terminate or abandon the execution of any work by the CONTRACTOR without cause at any time upon giving to the CONTRACTOR thirty (30) days prior written notice. In the event that the COUNTY should abandon, terminate or suspend the CONTRACTOR's work, the CONTRACTOR shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to CONTRACTOR for its Foster and Adoptive Care Provider Trainings shall not exceed \$315,219 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.
27. **CHOICE OF LAW:** This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
28. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
29. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into 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 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.
30. **HEADINGS:** The headings herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.
31. **ADVERTISING OR PUBLICITY:** Neither party shall use the name of the other, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of the other party in each instance.
32. **MODIFICATION OF AGREEMENT:** This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.

33. **ASSURANCE OF PERFORMANCE:** If at any time COUNTY believes CONTRACTOR may not be adequately performing its obligations under this Agreement or that CONTRACTOR may fail to complete the Services as required by this Agreement, COUNTY may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to COUNTY, to correct the observed deficiencies in CONTRACTOR's performance. CONTRACTOR shall provide such written assurances and written plan within ten (10) calendar days of its receipt of COUNTY's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
34. **SUBCONTRACTING/ASSIGNMENT:** Neither party shall subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the other party's prior written approval.
- a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
 - b. CONTRACTOR shall use the subcontractors identified in Exhibit A and shall not substitute subcontractors without COUNTY's prior written approval.
 - c. CONTRACTOR shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between CONTRACTOR and its subcontractors.
35. **SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination or expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 14), and Conflict of Interest (Paragraph 15), shall survive termination or expiration.
36. **SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
37. **PATENT AND COPYRIGHT INDEMNITY:** CONTRACTOR represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("CONTRACTOR Products") provided to COUNTY under this Agreement infringe any patent, copyright or other proprietary right. CONTRACTOR shall defend, indemnify and hold harmless COUNTY of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any CONTRACTOR Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party.

EXHIBIT A

DEFINITION OF SERVICES

CONTRACTOR shall provide the following services:

Overview: This program provides training and other resources to child welfare providers to benefit children in foster and adoptive care in Mendocino County.

1. Contracted Services:

The trainings offered shall fulfill the requirements for Title IV-E federally-funded training programs. Chabot-Las Positas Community College District (CLPCCD), hereafter referred to as “Contractor” shall collaborate with subcontracting agencies and Mendocino County Health & Human Services Agency, Social Services Branch to coordinate training schedules, locations and subcontracting activities. This contract is created in partnership with Mendocino County Health & Human Services Agency, Social Services Branch (HHSA) and community agencies (Redwood Children’s Center, First 5 Mendocino) who work with foster and adoptive care children in Mendocino County. This contract and subsequent addendums shall serve as the primary basis and reference documents for the contracted services described within.

2. Audience:

Contractor, in collaboration with its subcontractors, shall design, and/or purchase materials and convene a series of training courses that shall serve as a local training resource for group home staff, foster care providers, and County staff serving Mendocino County’s federally IV-E-eligible children.

3. Contracted Services:

Contractor shall work closely with subcontractors (Redwood Children’s Center, First 5 Mendocino) to build a training program. Trainings and technical assistance will be offered to group home, county child welfare staff and foster family agency staff in a coordinated and (as needed) sequential manner, allowing trainees to build on and enhance their professional competencies, ranging from a foundational knowledge of direct care; to sophisticated skills for intervening with children and families in crisis; to the design of innovative services that meet the needs of even the most challenging clients.

4. Types of Trainings:

Categorically, Title IV-E courses fall into two areas – General Trainings and Organizational Trainings.

A. General Trainings provide new information and refresher courses directly related to working with court dependents and their families, and maintaining the exemplary skill level required by child welfare workers who work with foster and adoptive care children.

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- The trainings will be offered via lecture, group discussions and interactive activities.
- General Trainings range in topic area from Art Therapy to Family Dynamics to Suicide Prevention in Youth.
- General Trainings include health and safety and other trainings that are mandated for the staff working with foster children.
- General Trainings also cover supervisory and employee skills, such as Conflict Resolution, Hiring and Retention of Staff, and Facility Safety Issues.
- The majority of Title IV-E trainings fall under the General Trainings category and qualify for a higher reimbursement rate (discounted 75%).

B. Organizational Trainings provide necessary skills to maintain records and other administrative needs not directly connected to working with foster children.

- The trainings will be offered via lecture, group discussions and interactive activities.
- Organizational trainings cover topics that do not directly relate to serving the needs of children.
- Only a few of Title IV-E trainings would be considered Organizational Trainings and qualify for a lower reimbursement rate (discounted 50%).

5. Scheduling:

- A.** Contractor shall work with subcontractors and HHSA as appropriate to create and maintain a schedule of trainings.
- B.** Cancellations-Both Contractor and HHSA retain the right to cancel any class that is offered under this Agreement no later than 7 days before the first meeting of the class. Additionally, if there are less than six (6) registrants for a scheduled class, the class may be cancelled for lack of participation.

6. Evaluation and Post-Testing Requirements:

- A.** Following all trainings, participants will be requested to fill out a course evaluation to assist the program coordinators with assessing the effectiveness of the instructor, materials and information offered in the trainings. Changes will be made to those courses not delivering a quality, engaging educational experience.
- B.** Trainings that meet regulatory/licensing requirements shall require a post-test, and 75% of the class must pass the post-test with 75% score or better. If fewer than 75% of the class does not pass the post-test, instructor and curriculum shall be reviewed and steps taken to assure success in

subsequent trainings. Additional training shall be provided to students who did not pass the post-test to assure their comprehension of the material. County reserves the right to review and approve the content of post-test material for appropriate level of difficulty.

Exhibit A – page 3

7. Reporting Requirements:

- A.** Invoices shall have supporting documentation for each training invoiced, including:
- Participant sign-in sheet
 - Outline/summary of training (if not previously submitted)
 - Summary of each class' evaluations (number submitted, average "grade" on each evaluation point, overall grade for training, comments as necessary)
 - Summary of each class' post-tests (if applicable – see §6.B. above)
 - Contractor shall be responsible for maintaining raw data to back-up monthly summary reports, to be made readily available to county or federal employees as required for auditing purposes.
- B.** Annual Report shall be submitted by September 30, 2011, reflecting the previous contract year's activities, including:
- Overview of program
 - Forward-looking discussion of how to build upon successes and/or improve the program
 - Training detail
 - Training topics delivered
 - Total number of hours delivered
 - Total number of individuals participating in each training event
 - Total match provided, budget detail of match
 - Total reimbursement amount (amount to be requested by HHSA from State)

8. Certification/Licensure:

- A.** Contractor represents that it is a public post-secondary educational institution with the capability and the experience to provide services in the subject area specified herein. If any class offered under this contract is for college credit, the instructor employed to teach this class will hold or qualify for a valid Faculty Service Area (FSA) authorizing instruction at the post-secondary level in the subject area specified.
- B.** Contractor and subcontractors will maintain all licensures and certifications as required by regulatory statute and standard for each agency's operations. Subcontracted agencies will maintain and keep current all licenses granted through the State Department of Social Services and the accreditation granted through the California Alliance of Services to Children and Families.

9. Marketing Requirements:

EXHIBIT B

PAYMENT TERMS

COUNTY will pay CONTRACTOR:

- 1. Maximum amount to be reimbursed:**
\$315,219.
- 2. Minimum match amount (provided by Contractor):**
41.5% of funds used, or \$223,617 if entire contract is utilized.
- 3. Contract Amount:**
Maximum contract amount to be requested to State (reimbursement + match):
\$538,836.
- 4. Federal Financial Participation (FFP) Rate:**
Current estimated FFP rate for Mendocino County is 78%. Actual FFP will be verified with Mendocino Co. HHSA's fiscal department at the time of invoicing (April 2011 and June 2011) and invoice will be based on current FFP.
- 5. Terms and Conditions of Payment:**
Contractor's reimbursement amount shall not exceed the total amount of \$315,219 for the term of this agreement. It is the obligation of the Contractor to progressively monitor all expenditures and take appropriate corrective preventive measures including the timely notification of Mendocino County Health and Human Services Agency, Social Services Branch (HHSA) if stoppage of services becomes the necessary measure to prevent the over-expenditure of contract funds. Prior approval from the Director and Contractor's signatory or an authorized designee shall be required to alter or change the terms and conditions of this agreement.
- 6. Funding Availability:**
Funding of this contract is subject to the availability of authorized funds. If expected or actual Federal or State funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this contract, or any subsequent amendment, the County of Mendocino may, upon written notice to the Contractor, terminate this contract in whole or in part.
- 7. Subcontracts:**
Contractor will be developing subcontracts with community-based organizations such as Redwood Children's Center and First 5 Mendocino to deliver instruction as needed. Other subcontracts will be developed to deliver trainings as appropriate.
- 8. Cost Reimbursement:**
All trainings to be invoiced on a Cost Reimbursement basis.

9. Types of Trainings:

Reimbursement will be paid on a Fee for Service basis.

A. General Trainings increase the ability of staff to provide support and assistance to foster and adoptive children; and include trainings for managers and supervisors who manage child care workers, as well as trainings that increase the general skill level of employees. General Trainings are invoiced at a discounted 75% rate.

B. Organizational Trainings include trainings that do not benefit the foster children directly, but give employees the tools to better perform at their jobs (e.g. How to Fill Out a Timesheet). Organizational Trainings are invoiced at a discounted 50% rate.

C. Fee for Service Trainings: For ease of processing, an average hourly cost of is usually used as a basis for invoicing for most trainings. However, the trainings planned for this fiscal year will be delivered from subject matter experts whose fees exceed average hourly rates for training in Mendocino County. Contractor will invoice County on a Cost Reimbursement basis, not to exceed the total contract amount, for the term of this contract.

10. Match:

Match amount for this contract is figured at a 78% Federal Financial Participation rate (currently Mendocino County's rate). Using this FFP rate, Contractor will provide a minimum of 41.5% of the total costs incurred as in-kind match. Actual in-kind amount is dependent on the reimbursement received and FFP rate at the time of invoicing. If the entire contract is utilized, minimum in-kind match to be provided by Contractor for this contract at FFP 78% would be \$223,617.

11. Invoicing Procedures:

Requests for payment will be submitted on a monthly basis. Monthly billable activities will be subtotaled by series:

- Current month's billable activities total, broken down by type of training, and reimbursement rate breakdown for each type of training
- Monthly total
- Year-to-date invoiced
- Remaining contract balance
- Match: current month's match
- Total amount to be billed by Mendocino County to the State (reimbursement total + match)
- Invoices shall require the original signature of the District Executive Director, Economic Development and Contract Education for the Chabot-Las Positas Community College District, or its Vice Chancellor, Business Services; or an official designee.

EXHIBIT B – page 3

12. Invoice Submissions:

- A. Initial invoice** for the months of July 2010 through February 2011 will be submitted by April 1, 2011.
- B. Second/Final invoice** for months of March 2011 through June 2011 will be submitted by June 1, 2011.
- C. May and June invoices** will be based on estimated expenses for those months due to the early submission date. A final reconciliation of expenses will be submitted by August 30, 2011.
- C. Contractor shall** send or deliver originally signed invoices to:
 - Randy Colson
 - Program Specialist
 - Mendocino County HHSA
 - P.O. Box 1060
 - Ukiah, CA 95482

13. An **Annual Report** will be due on September 30, 2011.

14. Termination Provisions:

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

EXHIBIT B – page 4

Mendocino County - Chabot-Las Positas Community College District
2010-11 Title IV-E Training Contract

Exhibit B-1

Contract Fund Distribution	
Maximum Reimbursement Amount	\$315,219
Anticipated Minimum Match (If full reimbursement received)	\$223,617
Total to be billed to State	\$538,836

Proposed Sample Budget			
Category	Total Cost	General Trainings Reimbursement Amount (FFP @ 78% x 75%=58.5%)*	Organizational Trainings Reimbursement Amount (FFP x 50%=39%)*
<i>Personnel</i>			
Instructor Costs	\$190,500	\$111,443	\$74,295
Staff Costs	\$131,264	\$76,789	\$51,193
<i>Personnel Subtotal</i>	<i>\$321,764</i>	<i>\$188,232</i>	<i>\$125,488</i>
<i>Other Expenses</i>			
Materials and Postage	\$13,350	\$7,810	\$5,207
Facilities	\$57,499	\$33,637	\$22,425
Course Fees/Tuition	\$102,690	\$60,074	\$40,049
Indirect (proportion of District expenses)	\$112,909	\$44,035	\$44,035
<i>Other Expenses Subtotal</i>	<i>\$286,448</i>	<i>\$145,555</i>	<i>\$111,715</i>
Total Cost of Training	\$608,212	\$333,787	\$237,203
CLPCCD Match		\$274,425	\$371,009

*Sample cost breakdown, based on Federal Financial Participation (FFP) ratio 78% for Mendocino County. Actual reimbursement amount will be based on current FFP at the time of invoicing (April 2011 and June 2011).

EXHIBIT C

INSURANCE REQUIREMENTS

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve either party for liability in excess of such coverage, nor shall it preclude either party from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law.

Each party agrees to indemnify and hold harmless the other party, its elected or appointed officials, employees or volunteers against any claims, actions, or demands against them, or any of them, and against any damages, liabilities or expenses, including costs of defense and attorneys' fees, for personal injury or death, or for the loss or damage to the property, or any or all of them, to the extent arising out of the performance of this Agreement by that party.

Each party affirms that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for the Workers' Compensation or to undertake self insurance in accordance with the provisions of the Code and each party further assures that it will comply with such provisions before commencing the performance of work under this Agreement. Each party shall furnish to the other certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and each party shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of that party's and subcontractors' employees.

Each party shall furnish to the other certificate(s) of insurance evidencing malpractice insurance coverage for that party and its employee(s) in an amount, which is no less than \$1,000,000 in a form acceptable to the other party.

Each party shall furnish to the other party certificates of insurance with Automobile Liability/General Liability Endorsements evidencing at a minimum the following:

- a. Combined single limit bodily injury liability and property damage liability - \$1,000,000 each occurrence.
- b. Vehicle / Bodily Injury combined single limit vehicle bodily injury and property damage liability - \$500,000 each occurrence.

EXHIBIT D
CONTRACTOR ASSURANCE OF COMPLIANCE WITH
THE MENDOCINO COUNTY
HEALTH & HUMAN SERVICES AGENCY
**NONDISCRIMINATION IN STATE
AND FEDERALLY ASSISTED PROGRAMS**

NAME OF CONTRACTOR Chabot-Las Positas Community College District

EACH PARTY HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, sexual orientation, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and EACH PARTY HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, EACH PARTY agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on each party directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

Date
5020 Franklin Dr. Pleasanton, Ca. 94588
Address of CONTRACTOR

CONTRACTOR Signature

Date
860 N. Bush St., Ukiah, CA 95482
Address of COUNTY

COUNTY Signature

