

**CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT
AND**

**CONTRACT FOR SERVICES
COUNTY**

This agreement is made and entered into this _____ day of _____ 20____, by and between Chabot-Las Positas Community College District, hereinafter referred to as ***District***, and _____ hereinafter referred to as ***Contractor***.

WHEREAS, the ***Contractor*** desires to provide and receive contract education and training for _____ County, hereinafter referred to as ***County***, foster and adoptive care agency staff, foster family agency participants and social services agency staff beginning on July 1, 20____, and ending on June 30, 20_____.

WHEREAS, the ***District*** has the capability to provide contract education and training during this period;

NOW THEREFORE, it is mutually agreed that the parties referred to above will adhere to the provisions listed below:

_____ (***Contractor***) shall:

- 1) Consult with ***District*** staff to coordinate the design of the education and training to be provided in order to meet training needs.
- 2) Provide training which increase the ability of staff to provide support and assistance to foster and adoptive children or are mandated by legal or association requirements.
- 3) Invoice ***District*** in accordance with agreed upon training schedule for ***Contractor's*** staff and other eligible participants.
 - 3.1) Most training will be delivered on a Fixed Unit Price basis, at the rate of \$_____.00 per hour of instruction as well as curriculum development.
 - 3.2) For those trainings costing more than the Fixed Unit Price, the ***Contractor*** will charge on a Fee for Service basis.
 - 3.3) Trainings must qualify under Title IV-E requirements at the enhanced rate (75%) of the federal financial participation rate to receive payment for trainings.
 - 3.4) ***Contractor*** will submit summary monthly invoice with a breakdown of hourly and Fee for Service costs, listing the total amount due, along with back up attachments as required in Section 5.
- 4) Maximum amount of contract is \$_____.

- 5) Invoices shall include the following attachments:
 - 5.1) A calendar for the month, listing the title and total number of training and curriculum development hours utilized on the appropriate date(s).
 - 5.2) A list of agency names for training participants for the month
 - 5.3) A breakdown of the expenses being billed for the month and remaining balance on contract
 - 5.4) Attachments required for each training:
 - 5.4.1) Materials that identify qualifications (e.g., resumes) of all persons to be paid under this agreement to provide training (if not previously submitted). All staffing is subject to *District's* approval
 - 5.4.2) A course description or training summary
 - 5.4.3) A sign-in sheet with the location of the training, training topic, instructor's name(s), list of attendees and their agency names, type of participants, and the date and time class started and ended; all to be verified with the instructor's signature
 - 5.4.3.1) The types of participants include service provider staff, foster family agency staff, group home staff, foster parents, county social workers and other participants
 - 5.4.4) _____ County workers need to list their employee ID number on the sign in sheet
 - 5.4.5) Evaluations by trainings participants rating the effectiveness of the presentation
 - 5.4.6) A summary of the data on the evaluation forms
 - 5.5) Classes must have a minimum of six participants, based on a minimum ratio of one instructor for every six participants, to qualify for payment. Requests for waivers of this 6:1 rule may be made. It is the District Executive Director, Economic Development & Contract Education's sole discretion as to whether the 6:1 student to instructor rule will be waived.

- 6) **Contractor** shall invoice the *District* on a monthly basis for services provided, and invoices shall be due on or before the tenth of the month following the month in which the trainings were rendered (e.g., May trainings' invoice is due by June 10th).
 - 6.1) Contractor shall mail or deliver originally signed invoices with backup documentation to the District's designated agent:

Danita Romero
Chabot-Las Positas Community College District
7600 Dublin Blvd., Suite 102A, Dublin, CA 94568
(925) 249-9375
 - 6.2) **Contractor** shall provide an electronic version of the invoice in Microsoft Excel to the designated agent (see Section 6.1 above) of the *District* on or before that month's invoice's due date, at dromero@clpccd.org.
 - 6.3) When revisions are necessary due to mathematical errors, revised invoices must be signed and dated by **Contractor's** representative and received no later than five (5) days after the original invoice's due date (e.g., May trainings' invoice is due by June 10th, the revised invoice must be received no later than June 15th).
 - 6.4) **Contractor** shall provide an electronic version in Microsoft Excel of the revised invoice with all revisions to the original invoice highlighted, and sent to the designated agent of the *District* (see Section 6.1 above) no later than five (5) days after the original invoice's due date.

- 6.5) Any classes that were not included in the appropriate month's invoice may be included in a later invoice, as long as required documentation is included. Classes not included in or before the _____ invoice will not be accepted if submitted late.
- 7) All expenses are to be the sole responsibility of **Contractor**. Payment is on a Fixed Unit Price and Fee for Service basis with proper documentation, only.
- 8) Payment of **Contractor's** invoices by **District** is anticipated to be within sixty (60) days after receipt of final invoice for each month. Delay in payment does not nullify the requirement of timely delivery of invoices and back-up materials as outlined in Section 5 of this contract.
- 9) **Contractor** shall assist with year-end reporting requirements including data on training hours, participants and agencies served, as well as a narrative describing the year's training as a whole. Year-end report shall be due on _____.
- 10) **Contractor** shall NOT hire nor compensate **County** employees to perform any part of the work or services provided for herein except upon written approval of **District**.
- 11) **Contractor** shall NOT hire nor compensate from any contract funds any member of its governing body or the **District** Board of Trustees, nor any business in which such member, or the spouse, parent or child of such a member, owns or otherwise controls more than five percent (5%) of the equity of such business, without written consent of the **District**.
- 12) **Contractor** agrees to adhere to and be bound by all additional requirements imposed on **District** by **County** and its Master Contract with **District**, which is attached herein (Exhibit A.) Such requirements, incorporated by reference, include but are not limited to indemnification, insurance, energy conservation, Equal Employment Opportunity Non-Discrimination, Drug-Free Workplace, Child Abuse Reporting, licenses, prohibitions against political and religious activities, compliance with applicable laws and regulations, confidentiality, custody of records and all other requirements listed therein.
- 13) **Contractor** agrees to invoice only for expenses not reimbursed by **County**, by other entities, or through other income-generating activities.
- 14) **Contractor** is responsible for all costs disallowed by the **District** pursuant to Section 22 of this agreement.
- 15) **Contractor** shall maintain all pertinent records for five (5) years after final payment or until all pending **County**, State of California, Federal, or **District** audits are complete, whichever is later, and make them available to **District**, **County**, State of California, Federal staff or their agents, upon request of **District**.
- 16) **Indemnification and Hold Harmless.** **Contractor** agrees to defend, indemnify and save harmless **District**, including all of its boards, agencies, departments, officers, employees, agents and volunteers against any and all claims or lawsuits (whether against **Contractor**, **District** or others) judgments, debts, demands and liability, including those arising from

injuries or death of persons and for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by **Contractor**, save and except claims or litigation arising through the sole active negligence, and/or sole willful misconduct of **District**. **District** shall defend, and save harmless **Contractor** and its directors, officers, employees, agents and volunteers against any and all claims or lawsuits (whether against **Contractor**, **District**, or others), judgments, debts, demands and liability, including those arising from injuries or death of persons and for damages to property, arising directly or indirectly out of (1) the sole willful misconduct or (2) the sole active negligence of **District** and its officers, employees, agents and volunteers. The **District** shall indemnify and hold the **Contractor** free and harmless of and from all liability, judgments, costs, damages, claims or demands, arising out of the **District's** unjustified failure to comply with or perform the **District's** obligations under this agreement.

17) Insurance.

- 17.1) **Contractor**, at its sole cost and expense, shall obtain and maintain in full force during the term of the Agreement, the following types of insurance:
 - 17.1.1) Commercial General Liability, including operations, products and completed operations, and broad form property damage, in the minimum amount of \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Coverage must also include a minimum amount of \$100,000 fire legal liability.
 - 17.1.2) Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 CSL bodily injury and property damage, including owned, non-owned and hired automobiles. Also to include Uninsured/Underinsured Motorists coverage in the minimum amount of \$100,000 when there are owned vehicles.
 - 17.1.3) Auto insurance in minimum amount of \$1,000,000 CSL bodily injury and property damage for all employees and volunteers associated with the agreement.
 - 17.1.4) Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of **Contractor** and Employer's Liability in the minimum amount of \$1,000,000.
 - 17.1.5) Professional Liability coverage in the minimum amount of \$2,000,000 each occurrence and \$3,000,000 aggregate. If the professional liability coverage is "claims made", **Contractor** must purchase an extended reporting period endorsement (tail coverage) for a period of five (5) years after date when agreement is terminated, completed, or non-renewed.
 - 17.1.6) The insurance carrier must have authorization to transact business in the State of California and be BEST rated A- or higher. **District** may withhold final payments due until satisfactory evidence of the tail coverage is provided by **Contractor** to **District**.

- 17.2) All insurance required shall be primary coverage as respects **District** and any insurance or self-insurance maintained by **District** shall be in excess of **Contractor's** insurance coverage and shall not contribute to it.
- 17.3) **District** is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
- 17.4) The **District**, its boards, agencies, departments, officers, employees, agents, and volunteers are to be named as Additional Insured as respects work done by **Contractor** under the terms of this agreement on all policies required (except Workers' Compensation).
- 17.5) Policies shall not be canceled, non-renewed or reduced in scope of coverage until after sixty days (60) written notice has been given to **District's** Business Services.
- 17.6) **Contractor** agrees to provide **District** with the following insurance documents on or before the effective date of this Agreement:
- 17.6.1) Certificates of insurance for all required coverage;
 - 17.6.2) Additional Insured endorsements;
 - 17.6.3) Sixty (60) Days' Notice Cancellation Clause endorsements.
- 17.7) Failure to provide these documents shall be grounds for immediate termination or suspension of this Agreement.
- 18) **Contractor** is an independent contractor, and not an employee, agent or partner of, or joint venture with the **District**. Nothing in this Agreement is intended to nor shall it be construed as creating the relationship of agent, servant, employee, partnership, joint venture, or association. As an independent contractor, **Contractor** will be solely responsible for determining the means and methods for performing the services described herein. **Contractor** shall further be responsible for deducting all federal, state and local income taxes, FICA and other charges, if any, to be deducted from the compensation of **Contractor's** employees. The **District** shall make no State or Federal unemployment insurance or disability insurance contributions on behalf of **Contractor** and/or its employees. Each and every person providing services to the **District** under this Agreement shall, at all times, remain an employee of **Contractor**, unless otherwise employed by the **District** prior to the execution of this Agreement. **Contractor's** employees shall not, at any time, or in any way, be entitled to sick leave, vacations, retirement, or other fringe benefits from the **District**, nor shall they be entitled to overtime pay from the **District**. **Contractor** and/or its employees shall not be included in the classified or faculty service, have no property rights to any position, and have none of the rights an employee of the **District** may otherwise have in the event of termination of this Agreement. Thus the **District** shall not exercise control over the methods by which **Contractor** performs services covered by the Agreement. The interests and responsibilities of the **District** are to ensure the end result that such services are performed in accordance with the standards set forth in this agreement.

Chabot-Las Positas Community College District (District) shall:

- 19) Approve the training plan developed in response to the training needs defined by **County** to be provided via this agreement.

- 20) Monitor all training activities to ensure compliance and that backup documentation is being maintained and that payments reflect actual allowable activity.
- 21) Reimburse **Contractor** for invoiced allowable training hours on a Fixed Unit Price or Fee for Service basis up to the maximum amount of this contract in accordance with the agreed upon training plan and calendar after **Contractor's** invoice and its attachments have been reviewed and verified by **District** staff for accuracy and completeness.
- 22) Conditions Prerequisite to Payments. Notwithstanding any other provision of this agreement, **District** may elect not to make a particular payment on the agreement if:
- 22.1) Misrepresentation. **Contractor** shall have made a material misrepresentation with respect to the information furnished under this agreement to **District**.
 - 22.2) Litigation. A judgment against **Contractor** remains unsatisfied; or a restraining order, injunctive order or judicial decree remains in effect which requires action or conduct on the part of **Contractor**, which materially reduces **Contractor's** ability to perform under this Agreement.
 - 22.3) Default. **Contractor** is in default under any provisions of this Agreement and has not cured or taken reasonably prompt steps to commence the curing of such default.
 - 22.4) Fiscal Reporting. **Contractor** shall not have submitted the required statements and reports, whether of a fiscal or a non-fiscal nature, as specified in this Agreement.
 - 22.5) Availability of funds. The **District's** obligation under this contract is subject to the availability of authorized funds. The **District** may terminate the contract, or any part of the contract work, without prejudice to any right or remedy of the **District**, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this contract, or any subsequent amendment, the **District** may, upon written notice to the **Contractor**, terminate this contract in whole or in part.
 - 22.5.1) This contract is void and unenforceable if all or part of federal, State of California, or **County** funds applicable to this contract are not available to **District**. If applicable funding is reduced, **District** may either:
 - 22.5.1.1) Cancel this contract; or,
 - 22.5.1.2) Offer a contract amendment reflecting the reduced funding.
- 23) **District** will not claim State apportionment for any participants trained under this agreement.
- 24) Either party may terminate this agreement with thirty (30) days written notice between those parties who sign this agreement. In the event of termination, **Contractor** agrees to reimburse **District** for costs incurred. Any training block in progress at the time of such notice or effective date of termination shall be allowed to finish.

SIGNATURES

Name	Date
Title	
Agency Name	

Lorenzo S. Legaspi	Date
Vice Chancellor, Business Services	
Chabot-Las Positas Community College District	

Julia A. Dozier	Date
District Executive Director	
Economic Development & Contract Education	
Chabot-Las Positas Community College District	

Chabot-Las Positas Community College District

Contract for Services

This is a contract for professional services between the Chabot-Las Positas Community College District ("District") and _____, Independent Contractor ("Contractor"), entered this _____ day of _____, _____.

1. Contractor agrees to perform the following services in his/her capacity:

2. Contractor hereby understands that no employment relationship is established by this contract for services.

3. The Contractor shall provide his/her own Workers' Compensation Insurance and shall properly report all income in accordance with federal and state law (Labor Code § 3700).

4. Contractor shall be in compliance with the Drug Free Workplace Act of 1988.

5. Services shall begin on or about ____ / ____ / _____, and terminate on or before ____ / ____ / _____. Services shall not be assigned nor subcontracted to another party without written consent of the District.

6. District agrees to pay the Contractor the sum of \$ _____, payable as follows, upon receipt of an invoice, if the services performed are satisfactory to the District.

Date	Payment
_____	_____
_____	_____
_____	_____

7. District retains the right to cancel this contract in the event of funding shortage or for any other reason by written notice of not less than 30 calendar days. In such case, Contractor will be paid for services rendered through the date of cancellation only.

8. This contract is not valid until signed and accepted by the Vice Chancellor, Business Services, nor does the District assume any liability for work performed prior to acceptance by the Vice Chancellor, Business Services.

Independent Contractor

CLPCCD

Name

Email Address

Phone #

Address

Signature

_____ Initiating Manager	_____ Date
_____ President	_____ Date
_____ Vice Chancellor, Human Resources	_____ Date
_____ Vice Chancellor, Business Services	_____ Date

_____ - _____ - _____ - _____ - _____
Fund Org Account Program PO/Bd Rec