

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT**

This Agreement, entered into this ____ day of _____, 2019, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Chabot-Las Positas Community College District, hereinafter referred to as "CONTRACTOR," is made upon the following considerations:

WHEREAS, COUNTY, by and through its Department of Health and Human Services – Child Welfare Services ("DHHS – CWS"), desires to retain the services of CONTRACTOR to provide training, education and other resources to child welfare providers, and other eligible populations, to benefit Title IV-E eligible children in foster and adoptive care in Humboldt County; and

WHEREAS, such work involves the performance of professional, expert and technical services of a temporary and occasional character; and

WHEREAS, COUNTY has no employees available to perform such services and is unable to hire employees for the performance thereof for the temporary period; and

WHEREAS, CONTRACTOR has represented that it is qualified to perform such services.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. DESCRIPTION OF SERVICES:

CONTRACTOR agrees to furnish the services described in Exhibit A – Scope of Services, which is attached hereto and incorporated herein by reference. In providing such services, CONTRACTOR agrees to fully cooperate with the DHHS – CWS Director or designee thereof, hereinafter referred to as "Director."

2. TERM:

This Agreement shall begin upon execution by both parties and shall remain in full force and effect until June 30, 2020, unless sooner terminated as provided herein. COUNTY has the option to extend this Agreement upon the same terms and conditions for two (2), one-year (1-year) terms. Said option may be exercised by COUNTY giving CONTRACTOR written notice of its intent to extend the Agreement. The notice shall be in writing and shall be given to CONTRACTOR thirty (30) days prior to the end of the initial term of the Agreement.

3. TERMINATION:

A. Breach of Contract. If, in the opinion of COUNTY, CONTRACTOR fails to adequately perform the services required hereunder within the time limits specified herein, or otherwise fails to comply with the terms of this Agreement, or violates any ordinance, regulation or other law applicable to its performance herein, COUNTY may terminate this Agreement immediately, upon notice.

- B. Without Cause. COUNTY may terminate this Agreement without cause upon thirty (30) days advance written notice to CONTRACTOR. Such notice shall state the effective date of the termination.
- C. Insufficient Funding. COUNTY's obligations under this Agreement are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated. COUNTY shall provide CONTRACTOR seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.
- D. Compensation Upon Termination. In the event of any termination of this Agreement, CONTRACTOR shall be entitled to compensation for uncompensated services rendered hereunder through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owing to COUNTY resulting from a breach of this Agreement by CONTRACTOR.

4. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement shall be the actual federal share of allowable costs up to One Million Five Hundred Thousand Dollars (\$1,500,000.00). CONTRACTOR agrees to perform all services required by this Agreement for an amount not to exceed such maximum dollar amount. However, if local, state or federal funding or allowance rates are reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable for services provided hereunder, or terminate this Agreement as provided herein.
- B. Schedule of Rates. The specific rates and costs applicable to this Agreement are set forth in Exhibit B – Schedule of Rates, which is attached hereto and incorporated herein by reference.
- C. Additional Services. Any additional services not otherwise provided for herein shall not be provided by CONTRACTOR, or compensated by COUNTY, without written authorization by COUNTY. All unauthorized costs and expenses incurred above the maximum dollar amount set forth herein shall be the responsibility of CONTRACTOR. CONTRACTOR shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which CONTRACTOR estimates that the maximum dollar amount will be reached.

5. PAYMENT:

CONTRACTOR shall submit to COUNTY monthly invoices itemizing all services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement. Invoices shall be in a format approved by, and shall include backup documentation as specified by, Director and the Humboldt County Auditor-Controller. CONTRACTOR shall submit a final invoice for payment within thirty (30) days following the expiration or termination date of this Agreement. Payment for services rendered and costs and expenses incurred will be made within thirty (30) days after the receipt of approved invoices. All invoices submitted by CONTRACTOR shall be sent to COUNTY at the following address:

COUNTY: Humboldt County DHHS – Child Welfare Services
Attention: Placement Program Manager
2440 6th Street
Eureka, California 95501

6. NOTICES:

Any and all notices required to be given pursuant to the terms of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: Humboldt County DHHS – Child Welfare Services
Attention: Director
2440 6th Street
Eureka, California 95501

CONTRACTOR: Chabot – Las Positas Community College District
Attention: District Executive Director
7600 Dublin Blvd., Suite 102
Dublin, California 95468

7. REPORTS:

CONTRACTOR agrees to provide COUNTY with any and all reports that may be required by local, state and/or federal agencies for compliance with this Agreement. Reports shall be submitted no later than fifteen (15) days after the end of each calendar quarter using the format required by the State of California as appropriate.

8. RECORD RETENTION AND INSPECTION:

- A. Maintenance and Preservation of Records. CONTRACTOR agrees to timely prepare accurate and complete financial, performance and payroll records, documents and other evidence relating to the services provided hereunder, and to maintain and preserve said records for at least three (3) years from the date of final payment under this Agreement, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the services provided hereunder.
- B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of CONTRACTOR, and its subcontractors, related to the services provided hereunder, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after final payment under this Agreement. CONTRACTOR hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by COUNTY and any duly authorized local, state and/or federal agencies. CONTRACTOR further agrees to allow interviews of any of its employees who might reasonably have information related to such records by COUNTY and any duly authorized local, state and/or federal agencies. All examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, but not limited to, the costs of administering this Agreement.
- C. Audit Costs. In the event of an audit exception or exceptions, the party responsible for not meeting the program requirements shall be responsible for the deficiency and for the cost of the audit. If the allowable expenditures cannot be determined because CONTRACTOR's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

9. MONITORING:

CONTRACTOR agrees that COUNTY has the right to monitor all activities related to this Agreement, including, without limitation, the right to review and monitor CONTRACTOR's records, programs or procedures, at any time, as well as the overall operation of CONTRACTOR's programs, in order to ensure compliance with the terms and conditions of this Agreement. CONTRACTOR will cooperate with a corrective action plan, if deficiencies in CONTRACTOR's records, programs or procedures are identified by COUNTY. However, COUNTY is not responsible, and will not be held accountable, for overseeing or evaluating the adequacy of the results of services performed by CONTRACTOR pursuant to the terms of this Agreement.

10. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. In the performance of this Agreement, CONTRACTOR may receive information that is confidential under local, state or federal law. CONTRACTOR hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, but not limited to: Division 19 of the California Department of Social Services Manual of Policies and Procedures – Confidentiality Title IV-E and Child Welfare Training Director of Information; California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health and Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act ("CMIA"); the United States Health Information Technology for Economic and Clinical Health Act ("HITECH Act"); the United States Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations ("C.F.R.") Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.
- B. Continuing Compliance with Confidentiality Laws. The parties acknowledge that federal and state confidentiality laws are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws or regulations.

11. NON-DISCRIMINATION COMPLIANCE:

- A. Nondiscriminatory Delivery of Social Services. In connection with the execution of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate in the administration of public assistance and social services programs. CONTRACTOR hereby assures that no person shall be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving local, state or federal financial assistance because of race, religion or religious creed, color, age (over forty (40) years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), political affiliation, military service or any other classifications protected by local, state or federal laws or regulations. COUNTY reserves the right to monitor the CONTRACTOR's provision of services in order to ensure compliance with the requirements of this section.

- B. Professional Services and Employment. In connection with the execution of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of race, religion or religious creed, color, age (over forty (40) years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), political affiliation, military service, denial of family care leave or any other classifications protected by local, state or federal laws or regulations. Nothing herein shall be construed to require the employment of unqualified persons.
- C. Compliance with Anti-Discrimination Laws. CONTRACTOR further assures that it, and its subcontractors, will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, et seq.; California Government Code Sections 4450, et seq.; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state and/or federal laws and regulations, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

12. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

CONTRACTOR certifies by its signature below that it is not a Nuclear Weapons Contractor, in that CONTRACTOR is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. CONTRACTOR agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if CONTRACTOR subsequently becomes a Nuclear Weapons Contractor.

13. DRUG-FREE WORKPLACE:

By executing this Agreement, CONTRACTOR certifies that it will comply with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code Sections 8350, et seq.) and will provide a drug-free workplace by doing all of the following:

- A. Drug-Free Policy Statement. Publish, as required by California Government Code Section 8355(a)(1), a Drug-Free Policy Statement which notifies employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited, and specifies the actions to be taken against employees for violations.
- B. Drug-Free Awareness Program. Establish, as required by California Government Code Section 8355(a)(2), a Drug-Free Awareness Program which informs employees about the following:

1. The dangers of drug abuse in the workplace;
 2. CONTRACTOR'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. Drug-Free Employment Agreement. Ensure, as required by California Government Code Section 8355(a)(3), that every employee who provides services hereunder will:
1. Receive a copy of CONTRACTOR's Drug-Free Policy Statement; and
 2. Agree to abide by the terms of CONTRACTOR's Drug-Free Policy as a condition of employment.
- D. Effect of Noncompliance. Failure to comply with the above-referenced requirements may result in suspension of payments under this Agreement and/or termination thereof, and CONTRACTOR may be ineligible for award of future contracts if COUNTY determines that the foregoing certification is false or if CONTRACTOR violates the certification by failing to carry out the above-referenced requirements.

14. INDEMNIFICATION:

- A. Hold Harmless, Defense and Indemnification. CONTRACTOR shall hold harmless, defend and indemnify COUNTY and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, and liabilities of any kind or nature, including, without limitation, attorney fees and other costs of litigation, arising out of, or in connection with, CONTRACTOR's negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY. COUNTY shall hold harmless, defend and indemnify CONTRACTORS and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, and liabilities of any kind or nature, including, without limitation, attorney fees and other costs of litigation, arising out of, or in connection with, COUNTY's negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of CONTRACTOR.
- B. Effect of Insurance. Acceptance of insurance, if required by this Agreement, does not relieve CONTRACTOR from liability under this provision. This provision shall apply to all claims for damages related to the services performed by CONTRACTOR pursuant to the terms and conditions of this Agreement regardless if any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided by CONTRACTOR hereunder.

15. INSURANCE REQUIREMENTS:

This Agreement shall not be executed by COUNTY, and CONTRACTOR is not entitled to any rights hereunder, unless certificates of insurance or other sufficient proof that the following provisions have been complied with, are filed with the Clerk of the Humboldt County Board of Supervisors.

A. General Insurance Requirements. Without limiting CONTRACTOR's indemnification obligations provided for herein, CONTRACTOR shall, and shall require that all subcontractors hereunder, take out and maintain, throughout the entire period of this Agreement, and any extended term thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Bests rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of CONTRACTOR, its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:

1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000.00) per occurrence for any one incident, including, but not limited to, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
2. Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles. Said coverage shall be at least as broad as Insurance Service Offices Form Code 1 (any auto).
3. Workers' Compensation Insurance, as required by the Labor Code of the State of California, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY, its agents, officers, officials, employees and volunteers.
4. Professional Liability Insurance – Error and Omission Coverage including coverage in an amount no less than Two Million Dollars (\$2,000,000.00) for each occurrence (Four Million Dollars (\$4,000,000.00) general aggregate). Said insurance shall be maintained for the statutory period during which CONTRACTOR may be exposed to liability. CONTRACTOR shall require that such coverage be incorporated into its professional services agreements with any other entities.

B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:

1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by or on behalf of CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:
 - a. Includes contractual liability.
 - b. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to as "XCU Hazards."
 - c. Is the primary insurance with regard to COUNTY.

- d. Does not contain a pro-rata, excess only and/or escape clause.
 - e. Contains a cross liability, severability of interest or separation of insureds clause.
2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice provisions set forth herein. It is further understood that CONTRACTOR shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
 3. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.
 4. For claims related to this Agreement, CONTRACTOR's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to CONTRACTOR's insurance and will not be used to contribute therewith.
 5. Any failure to comply with the provisions of this Agreement, including breach of warranties, shall not affect coverage provided to COUNTY, its agents, officers, officials, employees and volunteers.
 6. CONTRACTOR shall furnish COUNTY with certificates and original endorsements affecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager or County Counsel. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, COUNTY. If CONTRACTOR does not keep all required policies in full force and effect, COUNTY may, in addition to other remedies under this Agreement, take out the necessary insurance, and CONTRACTOR agrees to pay the cost thereof. COUNTY is also hereby authorized with the discretion to deduct the cost of said insurance from the monies owed to CONTRACTOR under this Agreement.
 7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CONTRACTOR shall be required to purchase additional coverage to meet the above-referenced aggregate limits.
- C. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms of this Agreement shall be sent to the addresses set forth below in accordance with the notice provisions described herein.

COUNTY: County of Humboldt
Attention: Risk Management
825 Fifth Street, Room 131
Eureka, California 95501

CONTRACTOR: Chabot – Las Positas Community College District
Attention: District Executive Director
7600 Dublin Blvd, Suite 102
Dublin, California 95468

16. RELATIONSHIP OF PARTIES:

It is understood that this is an Agreement by and between two (2) independent contractors and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or any other similar association. Both parties further agree that CONTRACTOR shall not be entitled to any benefits to which COUNTY employees are entitled, including, but not limited to, overtime, retirement benefits, leave benefits or workers' compensation. CONTRACTOR shall be solely responsible for the acts or omissions of its agents, officers, employees, assignees and subcontractors.

17. COMPLIANCE WITH APPLICABLE LAWS AND LICENSURE REQUIREMENTS:

CONTRACTOR agrees to comply with any and all local, state and federal laws, regulations, policies and procedures applicable to the services covered by this Agreement. CONTRACTOR further agrees to comply with any and all applicable local, state and federal licensure and certification requirements.

18. PROVISIONS REQUIRED BY LAW:

This Agreement is subject to any additional local, state and federal restrictions, limitations, or conditions that may affect the provisions, terms or funding of this Agreement. This Agreement shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or is not correctly stated, the parties agree to amend the pertinent section to make such insertion or correction.

19. REFERENCE TO LAWS AND RULES:

In the event any law, regulation, policy or procedure referred to in this Agreement is amended during the term hereof, the parties agree to comply with the amended provision as of the effective date of such amendment.

20. PROTOCOLS:

Both parties recognize that the inclusion of additional protocols may be required to make this Agreement specific. All such protocols shall be negotiated, determined and agreed upon by Director and CONTRACTOR.

21. SEVERABILITY:

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

22. ASSIGNMENT:

Neither party shall delegate its duties nor assign its rights hereunder, either in whole or in part, without the other party's prior written consent. Any assignment by CONTRACTOR in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by CONTRACTOR to obtain supplies, technical support or professional services.

23. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this Agreement shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and permitted assigns.

24. WAIVER OF DEFAULT:

The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement. In no event shall any payment by COUNTY constitute a waiver of any breach of this Agreement or any default which may then exist on the part of CONTRACTOR. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to any breach or default. COUNTY shall have the right to demand repayment of, and CONTRACTOR shall promptly refund, any funds disbursed to CONTRACTOR which, in the judgment of COUNTY, were not expended in accordance with the terms of this Agreement.

25. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

No official or employee of COUNTY shall be personally liable for any default or liability under this Agreement. No official or other employee or member of the Board of Trustees of CONTRACTOR shall be personally liable for any default or liability under this Agreement.

26. AMENDMENT:

This Agreement may be amended at any time during the term of this Agreement upon the mutual consent of both parties. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

27. STANDARD OF PRACTICE:

CONTRACTOR warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. CONTRACTOR's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

28. TITLE TO INFORMATION AND DOCUMENTS:

It is understood that any and all documents, information and reports concerning the subject matter of this Agreement prepared and/or submitted by CONTRACTOR shall become the property of COUNTY. However, CONTRACTOR may retain copies of such documents and information for its records. In the event of termination of this Agreement, for any reason whatsoever, CONTRACTOR shall promptly turn over all information, writings and documents pertaining to the services provided hereunder to COUNTY without exception or reservation.

29. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

30. ADVERTISING AND MEDIA RELEASE:

All informational material related to this Agreement shall receive approval from COUNTY prior to being used as advertising or released to the media, including, but not limited to, television, radio, newspapers and internet. CONTRACTOR shall inform COUNTY of all requests for interviews by the media related to this Agreement before such interviews take place; and COUNTY shall be entitled to have a representative present at such interviews. All notices required by this provision shall be given to Director.

31. SUBCONTRACTS:

Other than the subcontractor listed in Exhibit C, Redwood Community Services, Inc., CONTRACTOR shall obtain prior written approval from COUNTY before subcontracting any of the services to be provided hereunder. Any and all subcontracts will be subject to all applicable terms and conditions of this Agreement, including, without limitation, the licensing, certification, privacy, security and confidentiality requirements provided herein. CONTRACTOR shall remain legally responsible for the performance of all terms and conditions of this Agreement, including work performed by third parties under subcontracts, whether approved by COUNTY or not.

32. ATTORNEYS' FEES:

If either party shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any provision of this Agreement to be performed or kept, the party prevailing in said action or proceeding shall be entitled to recover court costs and reasonable attorneys' fees, including the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorneys' fees on appeal, if applicable. As used herein, "prevailing party" means the party who dismisses an action or proceeding in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

33. SURVIVAL:

The duties and obligations of the parties set forth in Section 3 – Compensation Upon Termination, Section 8 – Record Retention and Inspection, Section 10 – Confidential Information and Section 14 – Indemnification shall survive the expiration or termination of this Agreement.

34. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in this Agreement, the terms and conditions set forth herein shall have priority.

35. INTERPRETATION:

This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

36. INDEPENDENT CONSTRUCTION:

The titles of the sections, subsections and paragraphs set forth in this Agreement are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

37. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

38. ENTIRE AGREEMENT:

This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in its entirety any and all prior agreements, promises, representations, understandings and negotiations, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Agreement are hereby ratified.

39. COUNTERPARTS:

This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. A signed copy of this Agreement, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement, and any amendments hereto, for all purposes.

40. AUTHORITY TO EXECUTE:

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first written above.

CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT:

By: _____

Date: _____

Name: Doug Roberts

Title: Interim Vice Chancellor, Business Services

COUNTY OF HUMBOLDT:

By: _____

Date: _____

Rex Bohn
Chair, Humboldt County Board of Supervisors

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____

Date: _____

Risk Analyst

LIST OF EXHIBITS:

- Exhibit A – Scope of Services
- Exhibit B – Schedule of Rates
- Exhibit C – Subcontracting Activities

EXHIBIT A
SCOPE OF SERVICES
CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT
FISCAL YEAR 2019-20

CONTRACTOR shall offer trainings that fulfill the requirements for Title IV-E federally funded training programs. CONTRACTOR shall collaborate with subcontracting agencies and COUNTY to coordinate training schedules, locations and subcontracting activities. This Agreement is created in partnership with Humboldt County Department of Health & Human Services - Child Welfare Services ("DHHS-CWS") and community agencies that work with foster and adoptive care children in Humboldt County. This Agreement and any subsequent amendments shall serve as the primary basis and reference documents for the contracted services described within.

1. SERVICES:

- A. CONTRACTOR, in collaboration with its subcontractor(s), shall design, and/or purchase materials and convene a series of training courses that shall serve as a local training resource for foster care providers and COUNTY staff serving Humboldt County's Title IV-E federally eligible children. These Title IV-E qualifying trainings shall provide new information and refresher courses directly related to working with court dependents and their families, and maintain the exemplary skill level required by child welfare workers, families, healthcare providers, and others who work with foster and adoptive care children.

EXHIBIT B
SCHEDULE OF RATES
CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT
FISCAL YEAR 2019-20

RATE OF COMPENSATION:

	1 Invoice Costs	2 Reimbursement % Rate	3 IV-E Reimbursement Expense	4 CONTRACTOR provided match
Direct Training Services				
A. Total General Training	Cost for fixed unit courses	County Federal Financial Participation rate multiplied by 75% federal sharing ratio	Total amount of General Training Costs that are Title IV-E reimbursable (A1x A2)	Total amount of General Training Costs that are not reimbursable, counted as match (A1-A3)
B. Fee for Services Training	Cost for Fee for Service training courses and activities	County Federal Financial Participation rate multiplied by 75% federal sharing ratio	Total amount of Fee For Service training costs that are Title IV-E reimbursable (B1x B2)	Total amount of Fee for Service Training Costs that are not reimbursable, counted as match (B1-B3)
C. Subtotal Direct Training	Total amount of direct training costs (A1+B1)	County Federal Financial Participation rate multiplied by 75% federal sharing ratio	Total amount of direct training costs that are Title IV-E reimbursable (A3+B3)	Total amount of direct training costs that are not reimbursed, counted as match (A4 +B4)
Agreement Management				
D. Indirect Costs	Indirect Contract Costs	County Federal Financial Participation rate multiplied by 50% federal sharing ratio	Total amount of indirect costs that are Title IV-E reimbursable (D1x D2)	Total amount of Indirect costs that are not reimbursable, count as match (D1-D3)
Total				
E. Total Costs	Total cost of training for this month (to be billed to State) (C1+D1)		Total amount of training costs that are Title IV-reimbursable (C3+D3)	Total amount of training costs that are not reimbursed, count as match (C4+D4)

SAMPLE OF QUALIFYING TRAINING EXPENDITURES:

Classroom Training	Description
A. Resource Family Pre-Service Training	RCS Information Session X 1.5 hours PRIDE Daytime Trainings X 2 hours PRIDE Evening Trainings X 2 hours PRIDE Spanish Trainings X 2 hours Policies and Regulations X 3 hours CSEC X 1 hour
	ISFC Approval Trainings @ 20 hours TFC Approval Trainings @ 40 hours
B. Behavior Health Core Training	Exam Overview X 1.5 hours Motivational Interviewing X 2 Collaborative Problem-Solving X 2 Evidence Based Practice X 2 CANS X 4 Behavior Heath Overview X 4 BPSA Assessment & Client Plans X 1 Audit of Files and Charts X 1.25 CARE X 3
C. Resource Family In-Service Training	Resource Family Trainings X 2 hours
D. New Hire Training (Startup Cost)	Confidentiality and HIPPA X 1 Cultural Competency X 1 Ethics and Boundaries X 1 Mandated Reporter X 1 Safety Training X 1 Employee Manual X 1 Sexual Harassment Prevention X 1 Defensive Driving X 1 COA Introduction X 1 Welcome to Relias X 1
E. Outside Presenters and training	Presley Ridge TFC Curriculum LGBTQ Training PRIDE License CSEC Training
Other Expenses:	Training Materials Promotion of Trainings Mileage Facilities
Total Request FY 2019/20	\$1,500,000.00

CONTRACTOR INVOICES:

CONTRACTOR invoices shall have supporting documentation for each training invoiced, including:

- A. Training summary/outline with training topic and training objectives for each course
- B. Participant sign-in sheet for each course, including the training topic, instructor's name(s), date(s) of training, the time class started and ended, location of training, printed name of

attendees, signatures of attendees and their agency name and verified with the signature of the instructor

- C. Summary of each class evaluation by participants (number submitted, average "grade" on each evaluation point, overall grade for training, comments as necessary)
- D. 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.

EXHIBIT C
SUBCONTRACTING ACTIVITIES
FISCAL YEAR 2019-20

In addition to working with the COUNTY, CONTRACTOR is authorized to work with the following subcontractor, Redwood Community Services, Inc. (RCS), to provide training and technical assistance as described below. Under this agreement Chabot-Las Positas Community College District (CONTRACTOR) is authorized to contract with RCS to educate and train future Intensive Services Foster Care (ISFC) families and Therapeutic Foster Care (TFC) families recruited by RCS as well as train RCS staff serving these families.

1. The subcontract for services with Redwood Community Services, INC. (RCS) will include the following provisions:

- A. RCS shall offer trainings that meet the requirements for Title IV-E federally funded training programs and collaborate with CONTRACTOR and COUNTY to coordinate training schedules, locations and subcontracting activities. These trainings shall be aimed at increasing the ability of agency and county staff, parents and other care providers to provide support and assistance to foster and adoptive children or be those that are mandated by legal or association requirements.
 - a. Trainings may provide new information and/or refresher courses directly related to working with court dependents and their families and maintaining the exemplary skill level required by child welfare workers, families, healthcare providers and others who work with foster and adoptive children.
 - b. The training programs planned for the fiscal year 2019-20 agreement year such as Signs of Safety: Safe Generations, Triple P America, as well as other trainings and programs for COUNTY staff, foster parents, and group home providers that qualify for Title IV-E funding.
 - c. The trainings shall be offered via lecture, group discussions and interactive activities as well as through distance education programs.
 - d. Both RCS and COUNTY retain the right to cancel any class that is offered under this agreement no later than seven (7) days before the first meeting of the class. Additionally, if there are fewer than three (3) registrants for a scheduled class, the class may be cancelled for lack of participation.
- B. RCS shall provide training and technical assistance to group homes, foster family agency staff and others who work with out-of-home children in a coordinated and (as needed) sequential matter allowing trainees to build on and enhance their professional competencies.
- C. RCS, in collaboration with CONTRACTOR, shall coordinate the design of the education and training to be provided in order to meet training needs.
- D. RCS shall invoice CONTRACTOR for allowable expenses for RCS staff and other eligible participants.
 - a. Allowable expenses for trainings shall include the following:
 - i. Salaries or fees, fringe benefits, travel and per diem costs for staff trainers, outside subject matter experts, and personnel needed for coordination of these trainings
 - ii. Training supplies, postage and purchase or development of training materials
 - iii. Administrative and training oversight personnel and overhead costs directly applicable to the trainings, including venue fees
 - iv. Conference and travel expenditures related to trainings

- E. RCS shall submit a calendar of planned training events to CONTRACTOR prior to submitting any invoices, and update the calendars as needed on a monthly basis, noting any changes.
- F. RCS shall submit backup documentation to CONTRACTOR for each course included in the invoice. Backup documentation shall include, but is not limited to:
 - a. A typed description or training summary with training topic and training objectives for each course
 - b. Participant sign-in sheet for each course, including the training topic, instructor's name(s), date(s) of training, the time class started and ended, location of training, printed name of attendees, signatures of attendees and their agency name and verified with the signature of the instructor
 - c. Additional information may be requested of participants.
 - d. Resumes of trainers
 - e. Evaluations by training participants rating the effectiveness of the presenter, clarity of information presented, usefulness of handouts, length of training, venue and overall training
 - f. Typed summary of the evaluation scores for each training (number submitted average "grade" for each topic)
 - i. If fewer than 75% of the class does not rate the quality of the course as 3.0 or better, the instructor and curriculum shall be reviewed and steps taken to assure success in subsequent trainings. Additional training shall be provided to students to ensure that they receive a quality, engaging educational experience
 - g. List of agencies and/or county departments that have staff attending the trainings for the invoiced month
- G. RCS shall provide COUNTY and CONTRACTOR typed descriptions with training topics and objectives; instructor(s) or host organization's name(s); date(s) of event; location(s); names of attendee and their agency name(s); and a copy of the event flier or other materials for each event or training.

2. RCS Evaluation and Post-Test Requirements:

- A. Following all trainings, participants shall be requested to fill out a course evaluation form to assist the program coordinators with assessing the effectiveness of the instructor, materials, and information offered in the trainings. Changes will be made if a minimum of 75% of the class does not indicate an average score of 3.0 ("good") or better on a five point scale, with 5.0 being "excellent". If fewer than 75% of the class rates the quality of the course as 3.0 or better, the instructor and curriculum shall be reviewed and steps taken to assure success in subsequent trainings. Additional training shall be provided to students to ensure that they receive a quality, engaging educational experience.

3. RCS Reporting Requirements:

- A. RCS 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.

B. Annual report information is due to CONTRACTOR by August 30, 2020.

- 4. In collaboration and mutual agreement, CONTRACTOR and COUNTY may onboard additional subcontracting agencies during the course of this contract, providing that agency is able to deliver qualifying training and other services.

5. Chabot-Las Positas Community College District (CONTRACTOR) shall provide the following services:

- A. CONTRACTOR shall approve the trainings developed in response to the training needs defined by COUNTY to be provided via this agreement.
 - a. CONTRACTOR, in collaboration with its subcontractor(s), 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 Humboldt County's Title IV-E federally eligible children.
- B. CONTRACTOR shall oversee all training activities that are invoiced against this agreement to ensure:
 - a. Compliance
 - b. Backup documentation is being maintained
 - c. Payments reflect actual allowable activity
- C. CONTRACTOR shall reimburse RCS for invoiced allowable training hours on a Fee for Service basis up to the maximum amount of this agreement in accordance with eligibility standards for Title IV-E trainings, after RCS' invoice and its attachments have been reviewed and verified by CONTRACTOR staff for accuracy and completeness.
- D. CONTRACTOR shall work with its subcontractor(s) and COUNTY, as appropriate, to create and maintain a schedule of trainings.
- E. CONTRACTOR shall submit a year-end report to COUNTY to summarize the activities offered throughout the year, including data on training hours, number of participants, agencies served, as well as a narrative describing the year's training as a whole.
- F. Year-end report created by CONTRACTOR shall be due to COUNTY by September 30, 2020.