

INTERAGENCY AGREEMENT
(Agency Provides Services)

Number: 20-021-3
Fund/Org: 5216
Account: 2310
Other: L30
CFDA:

1. **Contract Identification.**

Department: Employment and Human Services

Subject: Interagency Agreement between Contra Costa County Employment and Human Services and Agency named below for Foster Care and Adoption Care Services

2. **Parties.** The County of Contra Costa, California (County), for its Department named above, and the following named Agency mutually agree and promise as follows:

Agency: Cabot-Las Positas Community College District (hereinafter called "Agency")

Capacity: Public Agency

Address: 7600 Dublin Boulevard, Suite 102, Dublin, CA 94568

3. **Term.** The effective date of this Agreement is **July 1, 2020** and it terminates on **June 30, 2021** unless sooner terminated as provided herein.

4. **Payment Limit.** County's total payments to Agency under this Agreement shall not exceed **\$450,000.00**.

5. **County's Obligations.** County shall pay Agency for its provision of the services as set forth in the attached Payment Provisions which are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

6. **Agency's Obligations.** Agency shall provide those services and carry out that work described in the Service Plan attached hereto which is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

7. **General and Special Conditions.** This Agreement is subject to the General Conditions and Special Conditions (if any) attached hereto, which are incorporated herein by reference.

8. **Project.** This Agreement implements in whole or in part the following described Project, the application and approval documents of which are incorporated herein by reference: **N/A**

9. **Legal Authority.** This Agreement is entered into under and subject to the following legal authorities: **California Government Code sections 26227 and 31000.**

10. **Signatures.** These signatures attest the parties' agreement hereto:

COUNTY OF CONTRA COSTA, CALIFORNIA

BOARD OF SUPERVISORS	ATTEST: Clerk of the Board of Supervisors
By: _____ Chairman/Designee	By: _____ Deputy

AGENCY

By: _____ (Signature of authorized Agency representative) Doug Roberts, Vice Chancellor, Business Services _____ (Print name and title A)	By: _____ (Signature of authorized Agency representative) _____ (Print name and title B)
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PAYMENT PROVISIONS
(Cost Basis Contracts - Long and Short Form)

1. **Payment Basis.** Subject to the Payment Limit, payments to Contractor for all services provided for County under this Contract shall only be for allowable costs that are actually incurred in the performance of Contractor's obligations under this Contract.

2. **Payment Amounts.** Subject to later adjustments in total payments as provided below and subject to the Payment Limit of this Contract, County will pay Contractor as full compensation for all services, work, expenses or costs provided or incurred by Contractor:

[Check one alternative only]

- a. \$ monthly, or
- b. \$ per unit, as defined in the Service Plan, or
- c. An amount equal to Contractor's allowable costs that are actually incurred each month, but subject to the "Budget of Estimated Program Expenditures" included in the Service Plan.
- d. As set forth in Paragraph 1. of the Service Plan.

3. **Allowable Costs.** Contractor's allowable costs are only those which are determined in accordance with:

[Check applicable alternative]

- a. Such State regulations and documents as are set forth in the Service Plan regarding accounting guidelines, including standards for determining allowable or non-allowable costs.
- b. Department of Health and Human Services Administration of Grants Federal Regulations Title 45 Part 74 including any amendments thereto and the applicable Subpart listed hereunder; and other documents specified in the Service Plan regarding principles for determining and allocating the allowable costs of providing the services; and any standards set forth in the Service Plan for determining the allowability of selected items of costs of providing the services. Place a checkmark next to the applicable subsection.
 - (1) Federal Management Circular A-87, including any amendments to the circular published in the Federal Register by OMB is to be used for determining allowable costs of activities conducted by state and local governmental agencies.
 - (2) OMB Circular A-122, including any amendments to the Circular published in the Federal Register by OMB is to be used for determining allowable costs of activities conducted by nonprofit organizations (other than government agencies, educational institutions, and hospitals).
 - (3) 41 CFR Subpart 1-15.2 shall be used for profit organizations other than hospitals.
 - (4) OMB Circular No. A-21, including any amendments to the Circular published in the Federal Register by OMB shall be the principles to be used for determining allowable costs by educational institutions (other than for-profit institutions).
 - (5) Appendix E Subpart Q Section 74.173 shall be used for determining costs of research, development work, and other activities for determining allowable costs.

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PAYMENT PROVISIONS
(Cost Basis Contracts - Long and Short Form)

- c. Part IV Department of Labor, Employment and Training administration, 20 CFR Part 674, Section 674.402 and any amendments thereto; and California Department of Aging Title V Operations Handbook, 1987, Section 505.4 and any amendments thereto.
4. **Payment Demands.** Contractor shall submit written demands on County Demand Form D-15 in the manner and form prescribed by County. Contractor shall submit demands for payment no later than 30 days from the end of the month in which the contract services upon which such demand is based were actually rendered. Upon approval of said payment demands by the head of the County Department for which this Contract is made, or his designee, County will make payments as specified in Paragraph 2. (Payment Amounts) above.
5. **Penalty for Late Submission.** If County is unable to obtain reimbursement from the State of California as a result of Contractor's failure to submit to County a timely demand for payment as specified in Paragraph 4. (Payment Demands) above, County shall not pay Contractor for such services to the extent County's recovery of funding is prejudiced by the delay even though such services were fully provided.
6. **Right to Withhold.** County has the right to withhold payment to Contractor when, in the opinion of County expressed in writing to Contractor, (a) Contractor's performance, in whole or in part, either has not been carried out or is insufficiently documented, (b) Contractor has neglected, failed or refused to furnish information or to cooperate with any inspection, review or audit of its program, work or records, or (c) Contractor has failed to sufficiently itemize or document its demand(s) for payment.
7. **Cost Report and Settlement.** No later than forty-five (45) days following the termination of this Contract, Contractor shall submit to County a cost report in the form required by County, showing the allowable costs that have actually been incurred by Contractor under this Contract. If the cost report shows that the allowable costs actually incurred by Contractor under this Contract exceed the payments made by County, subject nevertheless to the payment limit of this Contract, County will remit any such excess amount to Contractor, provided that the payments made, together with any such excess amount, may not exceed the contract payment limit. If the cost report shows that the payments made by County exceed the allowable costs actually incurred by Contractor under this Contract, Contractor shall remit any such excess amount to County.
8. **Audits.** The records of Contractor may be audited by the County, State, or United States government, in addition to any certified cost report or audit required by the Service Plan. Any certified cost report or audit required by the Service Plan shall be submitted to County by Contractor within such period of time as may be expressed by applicable state or federal regulations, policies or contracts, but in no event later than 18 months from the termination date of this Contract. If such audit(s) show that the payments made by County exceed the allowable costs that have actually been incurred by Contractor under this Contract, including any adjustments made pursuant to Paragraph 7. (Cost Report and Settlement), then Contractor shall pay County within 30 days of demand by County any such excess amount. If such audit(s) show that the allowable costs that have actually been incurred by Contractor under this Contract exceed the payments made by County, including any adjustments made pursuant to Paragraph 7. (Cost Report and Settlement), then County agrees to pay Contractor any such excess amount, provided that payments made, together with any such excess payment, may not exceed the contract payment limit.

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PAYMENT PROVISIONS
(Cost Basis Contracts - Long and Short Form)

9. **Audit Exceptions.** In addition to its obligations under Paragraph 8. (Audits) above, Contractor agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions by appropriate county, state or federal audit agencies resulting from its performance of this Contract. Within 30 days of demand, Contractor shall pay County the full amount of County's obligation, if any, to the state and/or federal government resulting from any audit exceptions, to the extent such are attributable to Contractor's failure to perform properly any of its obligations under this Contract.

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I. Purpose

The purpose of this Agreement is to set forth the responsibilities of Chabot-Las Positas Community College District (CLPCCD, Contractor, or Agency) and Contra Costa County on behalf of its Employment and Human Services Department (County or EHSD) in the provision of training in both foster care and adoption services to Children and Family Services (CFS) staff, community partners, and resource families serving Contra Costa County foster children and families.

II. Agency Obligations

Training topics, scheduling, and delivery will be coordinated between EHSD staff and Agency.

Subcontractors. Agency shall collaborate with subcontracting agencies to deliver training and resources to CFS staff, community partners, and resource families serving Contra Costa County foster children and families. Subcontractors shall include, but may not be limited to, Alternative Family Services, Seneca Center/Seneca Family of Agencies, and Lilliput Children’s Services. Agency will submit the names of any potential subcontracting agencies for approval to EHSD prior to creating new subcontracts. Potential subcontractors will be required to submit to EHSD a proposal document outlining details about the agency and their ability to deliver the above training prior to creating a subcontract with them.

Trainings and technical assistance will be offered to group homes, Short Term Residential Treatment Programs (STRTPs), Caregivers, County child welfare staff, foster family agency staff and others who work with out-of-home children in a coordinated and sequential manner. This will allow trainees to build on and improve 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. Agency shall attempt to make trainings available to as many providers (community, service and caregivers) and County staff who serve foster children and families as possible.

A. Services

In collaboration with EHSD’s CFS Bureau, Agency must provide the following services:

1. Assist with sourcing trainers and conferences that will address County’s training needs.
2. As part of the trainings offered, ensure that appropriate instructional materials are provided to each training participant.
3. Provide evaluation and feedback forms for all classes; include summary of evaluation forms with training documentation.

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- 4. Pay for instructors, instructional materials, and travel expenses. Contract with vendors to provide training facilities.
- 5. Subcontract with local community-based organizations to provide trainings.
- 6. Provide and maintain attendance records of all training participants and their organization and/or role affiliations.

B. Training

- 1. Working with subcontractors and direct providers (instructors and facilitators), Agency shall:
 - a. Deliver quality, culturally-responsible, and trauma-informed services through training offered via this Agreement.
 - b. Provide the training services identified on Attachment A, Budget of Estimated Program Expenditures. The qualified trainings will provide new information and refresher courses directly related to working with court dependents and their families, and will maintain the exemplary skill level required by child welfare workers, families, healthcare providers, and others who work with foster and adoptive care children.
 - c. Delivery comprehensive delivery trainings that promote safety, permanency, and well-being to children and families in the foster care arena.
- 2. To meet the above requirements, Agency must provide resources, including contracting with vendors and subcontractors to deliver training sessions designed to:
 - a. Support CFS program mandates and initiatives.
 - b. Meet the training needs required to implement those initiatives.
 - c. Increase CFS staff and other child welfare provider participants' professional skills and knowledge.
 - d. Increase participants' cultural awareness and responsiveness.
 - e. Educate staff on new laws and regulations affecting child welfare.
 - f. Provide training on pertinent topics, such as family finding, safety-organized practice, permanency, family and youth engagement, and art of coaching, as

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well as other CFS-implemented initiatives that impact foster and adoptive care children.

- g. Provide culturally-appropriate training to participants.
- h. Procure training curricula and other training resources that are culturally-appropriate and trauma-informed, to be utilized by CFS managers, supervisors, and staff.

- 3. Most training shall be offered at subcontractors' training sites. Trainings for smaller, individual groups/agencies may be delivered at the groups/agencies' sites or other facilities conducive to training. Training specific to County employees may be held at County facilities or other venues that may be used as necessary to accommodate larger or geographically remote audiences or special needs. Training at County facilities require pre-approval from the CFS Staff Development Division Manager, or designee. Offsite training of County employees may also be funded under this Agreement.

C. Full Day Trainings and Conferences

With prior approval from designated CFS Staff, Agency will contract with vendors and site locations as requested by subcontractors or CFS Development Staff for full day trainings and conferences. The CFS Staff Development team, in consultation with the CFS Management team, will coordinate with Agency to organize and implement full day training/conference needs.

D. Transfer of Learning

Recognizing that the skills and knowledge learned in the classroom need to be transferred to the workplace, Agency shall identify various ways to measure the transfer of learning by participants and their supervisors.

Where appropriate as agreed upon by CFS Staff, the measurement process will include:

- 1. Clearly-stated learning objectives for each training in writing.
- 2. A course summary outlining topics to be covered that must be completed by all trainers and included in supporting documentation.
- 3. Next-steps of learning goals as part of each training session to be provided by trainers.

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- d. Development and delivery of training evaluations to be completed by participants.
4. Development and coordination of training, to include:
- a. Identifying service needs of CFS.
 - b. Scheduling and participating in relevant conference calls and meetings as requested by County.
 - c. Developing training curricula as needed. Agency will ensure that any subcontracts will grant and maintain County's sole ownership of materials, data, and works for hire.
 - d. Scheduling and contracting with trainer, consultants, and locations.
 - e. Developing advertisements and registration materials, subject to County approval, for all trainings and events.
5. Respond to CFS staff within forty-eight (48) business hours of contact.
6. Maintain a webpage for Contra Costa County-specific trainings being offered as part of the multi-county training site: www.fostercaretraining.org.
7. Subcontractors and County shall submit information about open training sessions to Agency at least ten (10) days prior to the first day of each month, which will be posted on the website calendar.
8. Open subcontractor and County trainings will be included on the website catalog and posted by topic area.
9. For courses specific to County trainings, prospective participants will enroll directly with County CFS Staff Development; prospective students for subcontractors' training sessions will register for courses directly with that subcontractor.
10. Classes with fewer than six (6) participants shall require CFS Division Manager's or designee's approval prior to requesting funding for the event.
11. Agency shall request CFS Division Manager's or designee's approval if more than one (1) trainer is needed for subcontractor training, classes, or conferences.

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- 12. As supporting documentation to monthly invoices, Agency shall maintain records of all training participants, including the affiliated organization and/or role of participants as well as evaluations and test results.
- 13. Agency shall issue certificates of completion to participants who complete trainings, as requested by CFS Staff Development.

F. Outcome Objectives

Training Application and Retention:

- 1. It is essential for CFS Staff to ascertain whether or not the new skills, concepts, tools, knowledge or policies and procedures are practiced in the workplace of CFS and community-based service providers. The quality and relevance of the training as perceived by the participants is one measurement to ensure this transfer of learning occurs.
- 2. The evaluation of the quality and relevance of training provided by Agency as perceived by the participants, shall consist of:
 - a. Participant evaluations regarding the usefulness of the training completed at the end of training: A minimum of seventy-five percent (75%) of participants at trainings must rate the overall usefulness of the training as 4 or higher on a 5-point scale.
 - b. In the event that fewer than seventy-five (75%) of the participants rate the training to be useful or assisted in increasing their knowledge, Agency must review issues with County and replace instructor and/or curriculum and offer the training again if requested by County for no additional cost.

G. Reporting

- 1. Quarterly Report: Agency shall provide three (3) quarterly reports which include the following:
 - a. Summary of Trainings offered;
 - b. Training topics delivered;
 - c. Date of trainings delivered by month;
 - d. Training Participant Audience (e.g. Caregivers, CFS Staff, Resource Families, Relatives, Community Organizations, and others).

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- e. Quarterly reports shall be due according to the following schedule:
 - i. Quarter 1 Report – due no later than October 31, 2020
 - ii. Quarter 2 Report – due no later than January 31, 2021
 - iii. Quarter 3 Report – due no later than April 30, 2021
- 2. Annual Report: Agency shall provide an annual report which includes the following:
 - a. Overview of training program;
 - b. Training topics delivered;
 - c. Number of participants by type (Service Provider Staff, Group Home/Short Term Residential Treatment Program (STRTP) staff, Foster Family Agency Staff, Resource Families/caregivers, County Child Welfare staff, other);
 - d. Number of training hours delivered;
 - e. Reimbursement and total amount paid to Agency; and
 - f. Annual report shall be due no later than August 31, 2021.
- 3. Additional Reports: As requested by CFS Director or designee.
- 4. All reports are to be sent to the CFS Resource Division Manager.

H. Underwriting Services For Hosting Conferences

Upon EHSD request, Agency will facilitate service needs for hosting conferences, Agency will underwrite the costs of conferences hosted by EHSD and contract with the various vendors. Agency will be reimbursed by EHSD for all mutually approved actual, incurred conference costs.

III. County Obligations

During the term of this Agreement, County will:

- A. Distribute information about website and available trainings to CFS staff, community providers, foster parents, and other providers who will participate in training sessions.

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- B. Determine which training topics and presenters shall be hired, and which prospective participants should be notified of the trainings.
- C. Provide Agency with schedule of all other CFS training events and request coordination support, if needed.
- D. Designate a CFS staff person to serve as liaison to provide coordination and approvals, in addition, to serve as registrar for County trainings, as needed.

IV. Agreement Monitoring

For the purpose of monitoring and evaluating this Agreement, County or EHSD staff may at any time:

- A. Perform site visits and/or drop-ins at training classes.
- B. Review documents and/or financial records associated with this Agreement including, but not limited to: training sign-in sheets, training evaluation sheets, training providers, and vendors utilized when invoicing to ensure compliance under the provisions of this Agreement.

V. Payment Provisions

- A. The total Agreement Payment Limit is \$450,000.00.
- B. Agency will be reimbursed for allowable costs in accordance with Attachment A, Budget of Estimated Program Expenditures. Adjustments between line item expenses may be made if the line item budget adjustment is ten (10%) percent of the line item budget or less, subject to the total Agreement Payment Limit. The CFS Division Manager, or designee, must approve any line item adjustment which exceeds the line item budget by more than ten (10%) percent.
- C. Invoicing
 - 1. Agency will invoice County monthly for trainings delivered in the previous month. Invoices will include the following supporting information in electronic format:
 - a. Participant sign-in sheet, signed by instructor, including affiliation of each participant;
 - b. Documentation showing costs of Agreement trainer fees and expenses for full day training/conferences;

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SPECIAL CONDITIONS
(Purchase of Services – Long Form)

- I. **Contractor /Agency.** All occurrences of the term "Contractor" in the Payment Provisions are hereby deleted and replaced with "Agency."
- II. **Contractor /Agency.** All occurrences of the term "Contractor" in the General Conditions are hereby deleted and replaced with "Agency."
- III. **Indemnification.** Paragraph 18 (Indemnification) of the General Conditions is hereby deleted in its entirety and replaced with a new paragraph 18., to read as follows :

"18. **Indemnification.**

- a. Agency shall defend, indemnify, and hold County, its officers, employees, and agents, harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Contract but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Agency, its officers, agents, or employees.
- b. County shall defend, indemnify, and hold Agency, its officers, employees, and agents, harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Contract but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of County, its officers, agents, or employees."

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GENERAL CONDITIONS
(Purchase of Services - Long Form)

1. **Compliance with Law.** Contractor is subject to and must comply with all applicable federal, state, and local laws and regulations with respect to its performance under this Contract, including but not limited to, licensing, employment, and purchasing practices; and wages, hours, and conditions of employment, including nondiscrimination.
2. **Inspection.** Contractor's performance, place of business, and records pertaining to this Contract are subject to monitoring, inspection, review and audit by authorized representatives of the County, the State of California, and the United States Government.
3. **Records.** Contractor must keep and make available for inspection and copying by authorized representatives of the County, the State of California, and the United States Government, the Contractor's regular business records and such additional records pertaining to this Contract as may be required by the County.
 - a. **Retention of Records.** Contractor must retain all documents pertaining to this Contract for five years from the date of submission of Contractor's final payment demand or final Cost Report; for any further period that is required by law; and until all federal/state audits are complete and exceptions resolved for this Contract's funding period. Upon request, Contractor must make these records available to authorized representatives of the County, the State of California, and the United States Government.
 - b. **Access to Books and Records of Contractor, Subcontractor.** Pursuant to Section 1861(v)(1) of the Social Security Act, and any regulations promulgated thereunder, Contractor must, upon written request and until the expiration of five years after the furnishing of services pursuant to this Contract, make available to the County, the Secretary of Health and Human Services, or the Comptroller General, or any of their duly authorized representatives, this Contract and books, documents, and records of Contractor necessary to certify the nature and extent of all costs and charges hereunder.

Further, if Contractor carries out any of the duties of this Contract through a subcontract with a value or cost of \$10,000 or more over a twelve-month period, such subcontract must contain a clause to the effect that upon written request and until the expiration of five years after the furnishing of services pursuant to such subcontract, the subcontractor must make available to the County, the Secretary, the Comptroller General, or any of their duly authorized representatives, the subcontract and books, documents, and records of the subcontractor necessary to verify the nature and extent of all costs and charges thereunder.

This provision is in addition to any and all other terms regarding the maintenance or retention of records under this Contract and is binding on the heirs, successors, assigns and representatives of Contractor.

4. **Reporting Requirements.** Pursuant to Government Code Section 7550, Contractor must include in all documents and written reports completed and submitted to County in accordance with this Contract, a separate section listing the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of each such document or written report. This section applies only if the Payment Limit of this Contract exceeds \$5,000.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

5. **Termination and Cancellation.**

- a. **Written Notice.** This Contract may be terminated by either party, in its sole discretion, upon thirty-day advance written notice thereof to the other, and may be cancelled immediately by written mutual consent.
- b. **Failure to Perform.** County, upon written notice to Contractor, may immediately terminate this Contract should Contractor fail to perform properly any of its obligations hereunder. In the event of such termination, County may proceed with the work in any reasonable manner it chooses. The cost to County of completing Contractor's performance will be deducted from any sum due Contractor under this Contract, without prejudice to County's rights to recover damages.
- c. **Cessation of Funding.** Notwithstanding any contrary language in Paragraphs 5 and 11, in the event that federal, state, or other non-County funding for this Contract ceases, this Contract is terminated without notice.

6. **Entire Agreement.** This Contract contains all the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understanding, oral or otherwise, regarding the subject matter of this Contract will be deemed to exist or to bind any of the parties hereto.

7. **Further Specifications for Operating Procedures.** Detailed specifications of operating procedures and budgets required by this Contract, including but not limited to, monitoring, evaluating, auditing, billing, or regulatory changes, may be clarified in a written letter signed by Contractor and the department head, or designee, of the county department on whose behalf this Contract is made. No written clarification prepared pursuant to this Section will operate as an amendment to, or be considered to be a part of, this Contract.

8. **Modifications and Amendments.**

- a. **General Amendments.** In the event that the total Payment Limit of this Contract is less than \$100,000 and this Contract was executed by the County's Purchasing Agent, this Contract may be modified or amended by a written document executed by Contractor and the County's Purchasing Agent or the Contra Costa County Board of Supervisors, subject to any required state or federal approval. In the event that the total Payment Limit of this Contract exceeds \$100,000 or this Contract was initially approved by the Board of Supervisors, this Contract may be modified or amended only by a written document executed by Contractor and the Contra Costa County Board of Supervisors or, after Board approval, by its designee, subject to any required state or federal approval.
- b. **Minor Amendments.** The Payment Provisions and the Service Plan may be amended by a written administrative amendment executed by Contractor and the County Administrator (or designee), subject to any required state or federal approval, provided that such administrative amendment may not increase the Payment Limit of this Contract or reduce the services Contractor is obligated to provide pursuant to this Contract.

9. **Disputes.** Disagreements between County and Contractor concerning the meaning, requirements, or performance of this Contract shall be subject to final written determination by the head of the county department for which this Contract is made, or his designee, or in accordance with the applicable procedures (if any) required by the state or federal government.

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GENERAL CONDITIONS
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10. **Choice of Law and Personal Jurisdiction.**

- a. This Contract is made in Contra Costa County and is governed by, and must be construed in accordance with, the laws of the State of California.
- b. Any action relating to this Contract must be instituted and prosecuted in the courts of Contra Costa County, State of California.

11. **Conformance with Federal and State Regulations and Laws.** Should federal or state regulations or laws touching upon the subject of this Contract be adopted or revised during the term hereof, this Contract will be deemed amended to assure conformance with such federal or state requirements.

12. **No Waiver by County.** Subject to Paragraph 9. (Disputes) of these General Conditions, inspections or approvals, or statements by any officer, agent or employee of County indicating Contractor's performance or any part thereof complies with the requirements of this Contract, or acceptance of the whole or any part of said performance, or payments therefor, or any combination of these acts, do not relieve Contractor's obligation to fulfill this Contract as prescribed; nor is the County thereby prevented from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.

13. **Subcontract and Assignment.** This Contract binds the heirs, successors, assigns and representatives of Contractor. Prior written consent of the County Administrator or his designee, subject to any required state or federal approval, is required before the Contractor may enter into subcontracts for any work contemplated under this Contract, or before the Contractor may assign this Contract or monies due or to become due, by operation of law or otherwise.

14. **Independent Contractor Status.** The parties intend that Contractor, in performing the services specified herein, is acting as an independent contractor and that Contractor will control the work and the manner in which it is performed. This Contract is not to be construed to create the relationship between the parties, or between County and any Contractor employee, of agent, servant, employee, partnership, joint venture, or association. Neither Contractor, nor any of its employees, is a County employee. This Contract does not give Contractor, or any of its employees, any right to participate in any pension plan, workers' compensation plan, insurance, bonus, or similar benefits County provides to its employees. In the event that County exercises its right to terminate this Contract, Contractor expressly agrees that it will have no recourse or right of appeal under any rules, regulations, ordinances, or laws applicable to employees.

15. **Conflicts of Interest.** Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Contract, no person having any such interests will be employed by Contractor. If requested to do so by County, Contractor will complete a "Statement of Economic Interest" form and file it with County and will require any other person doing work under this Contract to complete a "Statement of Economic Interest" form and file it with County. Contractor covenants that Contractor, its employees and officials, are not now employed by County and have not been so employed by County within twelve months immediately preceding this Contract; or, if so employed, did not then and do not now occupy a position that would create a conflict of interest under Government Code section 1090. In

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GENERAL CONDITIONS
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addition to any indemnity provided by Contractor in this Contract, Contractor will indemnify, defend, and hold the County harmless from any and all claims, investigations, liabilities, or damages resulting from or related to any and all alleged conflicts of interest. Contractor warrants that it has not provided, attempted to provide, or offered to provide any money, gift, gratuity, thing of value, or compensation of any kind to obtain this Contract.

16. **Confidentiality**. To the extent allowed under the California Public Records Act, Contractor agrees to comply and to require its officers, partners, associates, agents and employees to comply with all applicable state or federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that no person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service. Contractor agrees to inform all employees, agents and partners of the above provisions, and that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor.
17. **Nondiscriminatory Services**. Contractor agrees that all goods and services under this Contract will be available to all qualified persons regardless of age, gender, race, religion, color, national origin, ethnic background, disability, or sexual orientation, and that none will be used, in whole or in part, for religious worship.
18. **Indemnification**. Contractor will defend, indemnify, save, and hold harmless County and its officers and employees from any and all claims, demands, losses, costs, expenses, and liabilities for any damages, fines, sickness, death, or injury to person(s) or property, including any and all administrative fines, penalties or costs imposed as a result of an administrative or quasi-judicial proceeding, arising directly or indirectly from or connected with the services provided hereunder that are caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, subcontractors, or any persons under its direction or control. If requested by County, Contractor will defend any such suits at its sole cost and expense. If County elects to provide its own defense, Contractor will reimburse County for any expenditures, including reasonable attorney's fees and costs. Contractor's obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of the County or any other person; provided, however, that Contractor is not required to indemnify County for the proportion of liability a court determines is attributable to the sole negligence or willful misconduct of the County, its officers and employees. This provision will survive the expiration or termination of this Contract.
19. **Insurance**. During the entire term of this Contract and any extension or modification thereof, Contractor shall keep in effect insurance policies meeting the following insurance requirements unless otherwise expressed in the Special Conditions:
- a. **Commercial General Liability Insurance**. For all contracts where the total payment limit of the contract is \$500,000 or less, Contractor will provide commercial general liability insurance, including coverage for business losses and for owned and non-owned automobiles, with a minimum combined single limit coverage of \$500,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance must be endorsed to include County and its officers and employees as additional insureds as to all services performed by Contractor under this Contract. Said policies must constitute primary insurance as to County, the state and federal governments, and their officers, agents, and employees, so that other insurance policies held by

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them or their self-insurance program(s) will not be required to contribute to any loss covered under Contractor's insurance policy or policies. Contractor must provide County with a copy of the endorsement making the County an additional insured on all commercial general liability policies as required herein no later than the effective date of this Contract. For all contracts where the total payment limit is greater than \$500,000, the aforementioned insurance coverage to be provided by Contractor must have a minimum combined single limit coverage of \$1,000,000.

- b. **Workers' Compensation.** Contractor must provide workers' compensation insurance coverage for its employees.
 - c. **Certificate of Insurance.** The Contractor must provide County with (a) certificate(s) of insurance evidencing liability and worker's compensation insurance as required herein no later than the effective date of this Contract. If Contractor should renew the insurance policy(ies) or acquire either a new insurance policy(ies) or amend the coverage afforded through an endorsement to the policy at any time during the term of this Contract, then Contractor must provide (a) current certificate(s) of insurance.
 - d. **Additional Insurance Provisions.** No later than five days after Contractor's receipt of: (i) a notice of cancellation, a notice of an intention to cancel, or a notice of a lapse in any of Contractor's insurance coverage required by this Contract; or (ii) a notice of a material change to Contractor's insurance coverage required by this Contract, Contractor will provide Department a copy of such notice of cancellation, notice of intention to cancel, notice of lapse of coverage, or notice of material change. Contractor's failure to provide Department the notice as required by the preceding sentence is a default under this Contract
20. **Notices.** All notices provided for by this Contract must be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to County must be addressed to the head of the county department for which this Contract is made. Notices to Contractor must be addressed to the Contractor's address designated herein. The effective date of notice is the date of deposit in the mails or of other delivery, except that the effective date of notice to County is the date of receipt by the head of the county department for which this Contract is made.
21. **Primacy of General Conditions.** In the event of a conflict between the General Conditions and the Special Conditions, the General Conditions govern unless the Special Conditions or Service Plan expressly provide otherwise.
22. **Nonrenewal.** Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased by County under a new contract following expiration or termination of this Contract, and Contractor waives all rights or claims to notice or hearing respecting any failure to continue purchasing all or any such services from Contractor.
23. **Possessory Interest.** If this Contract results in Contractor having possession of, claim or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this Contract results in the placement of taxable improvements on tax exempt land (Revenue & Taxation Code Section 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest. Contractor agrees that this provision complies with the notice requirements of Revenue & Taxation Code Section 107.6, and waives all rights to further notice or to damages under that or any comparable statute.

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24. **No Third-Party Beneficiaries.** Nothing in this Contract may be construed to create, and the parties do not intend to create, any rights in third parties.
25. **Copyrights, Rights in Data, and Works Made for Hire.** Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of the County Administrator. All reports, original drawings, graphics, plans, studies and other data and documents, in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Contract are "works made for hire" (as defined in the Copyright Act, 17 U.S.C. Section 101 et seq., as amended) for County, and Contractor unconditionally and irrevocably transfers and assigns to Agency all right, title, and interest, including all copyrights and other intellectual property rights, in or to the works made for hire. Unless required by law, Contractor shall not publish, transfer, discuss, or disclose any of the above-described works made for hire or any information gathered, discovered, or generated in any way through this Agreement, without County's prior express written consent. If any of the works made for hire is subject to copyright protection, County reserves the right to copyright such works and Contractor agrees not to copyright such works. If any works made for hire are copyrighted, County reserves a royalty-free, irrevocable license to reproduce, publish, and use the works made for hire, in whole or in part, without restriction or limitation, and to authorize others to do so.
26. **Endorsements.** In its capacity as a contractor with Contra Costa County, Contractor will not publicly endorse or oppose the use of any particular brand name or commercial product without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not publicly attribute qualities or lack of qualities to a particular brand name or commercial product in the absence of a well-established and widely accepted scientific basis for such claims or without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not participate or appear in any commercially produced advertisements designed to promote a particular brand name or commercial product, even if Contractor is not publicly endorsing a product, as long as the Contractor's presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of Contra Costa County. Notwithstanding the foregoing, Contractor may express its views on products to other contractors, the Board of Supervisors, County officers, or others who may be authorized by the Board of Supervisors or by law to receive such views.
27. **Required Audit.**
- a. If Contractor expends \$750,000 or more in federal grant funds in any fiscal year from any source, Contractor must provide to County, at Contractor's expense, an audit conforming to the requirements set forth in the most current version of Code of Federal Regulations, Title 2, Part 200, Subpart F.
 - b. If Contractor expends less than \$750,000 in federal grant funds in any fiscal year from any source, but the grant imposes specific audit requirements, Contractor must provide County with an audit conforming to those requirements.
 - c. If Contractor expends less than \$750,000 in federal grant funds in any fiscal year from any source, Contractor is exempt from federal audit requirements for that year except as required by Code of Federal Regulations, Title 2, Part 200, Subpart F. Contractor shall make its records available for, and an audit may be required by, appropriate officials of the federal awarding agency, the General Accounting Office, the pass-through entity and/or the County. If an audit is required, Contractor must provide County with the audit.

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- d. With respect to the audits specified in sections (a), (b) and (c) above, Contractor is solely responsible for arranging for the conduct of the audit, and for its cost. County may withhold the estimated cost of the audit or 10 percent of the contract amount, whichever is greater, or the final payment, from Contractor until County receives the audit from Contractor.
28. **Authorization.** Contractor, or the representative(s) signing this Contract on behalf of Contractor, represents and warrants that it has full power and authority to enter into this Contract and to perform the obligations set forth herein.
29. **No Implied Waiver.** The waiver by County of any breach of any term or provision of this Contract will not be deemed to be a waiver of such term or provision or of any subsequent breach of the same or any other term or provision contained herein.

Budget of Estimated Program Expenditures
Chabot - Las Positas Community College District
2020-2021

Foster Care and Adoption Training Services	
Classroom Training to Caregivers and Providers serving Youth ((\$385/hr = 494 hours)	\$190,190
Caregiver/Parent/Provider Coaching (\$128/hr = 52 hours)	\$6,656
Event Training Cost Reimbursement Total (up to \$8,000/session, quantity determined by need)	\$114,373
Training Services (Website Maintenance, Materials, Translation, Staff Travel, Supplies)	\$70,137
18% Contract Management (Indirect)	\$68,644
TOTAL	\$450,000



Contra
Costa
County

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: June 23, 2020

Subject: Contract with Chabot-Las Positas Community College District for Training Services to CFS Staff, Community Partners and Foster Care Providers

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute an interagency agreement with Chabot-Las Positas Community College District (CLPCCD), in an amount not to exceed \$450,000 to deliver education and training services to foster care providers, community partners, and Children and Family Services staff for the period July 1, 2020 through June 30, 2021.

FISCAL IMPACT:

This will increase department expenditures by \$450,000, funded 100% by State 2011 Realignment revenues.

BACKGROUND:

CLPCCD has a successful history in providing an array of training and technical assistance to child welfare agencies and community partners as evidenced by partnerships with Alameda, Mendocino and Solano Counties. CLPCCD provides training to increase the skills and capacity of those who work directly with foster and adoptive children. Courses range from topics such as trauma informed care, Resource Family Pre-Approval training, Safety Organized Practice, professional development and new laws and initiatives impacting child welfare. This is an effort to expand expertise and knowledge of those individuals providing care and services to Contra Costa County children and youth placed in foster care. This contract contains mutual indemnification language.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **06/23/2020** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Diane Burgis, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: June 23, 2020

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: Laura Cassell, Deputy

Contact: Gina Chenoweth 8-4961
or 812-6795

cc:

CONSEQUENCE OF NEGATIVE ACTION:

Valuable education and training services will not be provided to those who work directly with foster and adoptive children.

CHILDREN'S IMPACT STATEMENT:

This interagency agreement supports all five of the community outcomes established in the Children's Report Card: 1) "Children Ready for and Succeeding in School"; 2) "Children and Youth Healthy and Preparing for Productive Adulthood"; 3) "Families that are Economically Self Sufficient"; 4) "Families that are Safe, Stable and Nurturing"; and 5) "Communities that are Safe and Provide a High Quality of Life for Children and Families" by providing training to foster care providers.