

INTERAGENCY AGREEMENT
(Agency Provides Services)

1. **Contract Identification.**

Department: Employment and Human Services

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

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

Capacity: Public Agency

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

3. **Term.** The effective date of this Agreement is **July 1, 2021** and it terminates on **June 30, 2023** unless sooner terminated as provided herein.

5. **Payment Limit.** County's total payments to Contractor under this Contract shall not exceed **\$750,000.00**.

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

5. **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 terms and conditions contained or incorporated herein.

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

7. **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

8. **Legal Authority.** This Contract is entered into under and subject to the following legal authorities

California Government Code sections 26227 and 31000.

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

COUNTY OF CONTRA COSTA, CALIFORNIA

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

By _____ (Signature of authorized Agency representative) _____ (Print name and title A, if applicable)	By _____ (Signature of authorized Agency representative) _____ (Print name and title B, if applicable)
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ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF CONTRA COSTA)

On _____ (Date),

before me, _____ (Name and Title of the Officer),
personally appeared, _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL.

Signature of Notary Public



Place Seal Above

ACKNOWLEDGMENT (by Corporation, Partnership, or Individual)
(Civil Code §1189)

APPROVALS

RECOMMENDED BY DEPARTMENT

By:
Designee

FORM APPROVED BY COUNTY COUNSEL

By:
Deputy County Counsel

APPROVED: COUNTY ADMINISTRATOR

By: _____
Designee

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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- 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 Responsibilities

During the term of this Agreement, Agency will:

- A. Provide coordination and support to deliver training, resources and training services as agreed upon with designated EHSD Staff that support community partners, resource families and CFS Staff servicing the needs of foster and adoptive children and families in Contra Costa County.
- B. Coordinate with designated EHSD Staff to identify relevant training topics, training scheduling, and delivery of training sessions.
- C. Collaborate to source, locate and secure mutually agreed upon vendors or subcontractors (i.e., local community partners, subject matter experts), to deliver quality, culturally-responsible, trauma-informed training that will address County’s training needs, and do so in a professional, competent manner.
 - 1. Subcontractors will include, but may not be limited to, Alternative Family Services and Seneca Center/Seneca Family of Agencies.
 - 2. Agency will submit the names of any potential subcontracting agencies for approval to EHSD prior to creating new subcontracts.
 - 3. Potential subcontractors will be required to submit to EHSD a proposal document outlining details about the agency and their ability to deliver the requested training prior to creating a subcontract with them.
 - 4. Agency will pay for instructors, instructional materials, and travel expenses. Contract with vendors if/as needed to provide training classroom facilities.
- D. Provide training sessions as follows:
 - 1. Group classroom and/or virtual training sessions to be billed at an hourly rate.
 - 2. Individual classroom and/or virtual training/coaching sessions to be billed at an hourly rate.

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3. Full or half-day event training/conferences to be held at a physical location or virtually and utilize a cost reimbursement model for direct costs associated with said training/conference, not to exceed \$8,000 per training session.
 4. Reference Attachment A and Attachment B, Budget of Estimated Program Expenditures.
- E. Source and secure physical space and/or virtual online application software to hold the training sessions. Physical space for training sessions may be located at Subcontractor facilities, other local community groups/agencies or at a mutually agreed upon site deemed near and suitable for the trainees that allows full accessibility and are conducive as a learning environment. Training specific to County Staff 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. Pre-approval from the designated CFS Division Manager, or designee is required to schedule and hold training sessions at County facilities.
- F. Trainings, including technical assistance, will be offered to Caregivers, Resource Families, biological/adoptive family members, County child welfare staff, foster family agency staff and/or others who work with out-of-home children in a coordinated and sequential manner.
- G. Agency will attempt to make trainings available to as many providers (community, service and caregivers) and County staff who serve foster children and families as possible.
1. Classes with fewer than six (6) participants will require designated CFS Division Manager's or designee's approval prior to requesting funding for the event.
- H. Agency will request designated CFS Division Manager's or designee's approval if more than one (1) trainer is needed for subcontractor training, classes, or conferences.
- I. Ensure that applicable, quality instructional materials are provided to each training participant prior to or during each training session.
- J. Provide and maintain a participant roster and attendance record for each training session, including each participant's name, organization and/or affiliation.
- K. 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.

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- L. Ensure evaluation and feedback forms are provided to each participant at the conclusion of each training session. Agency will prepare and include a summary of evaluation forms by class with training documentation.
 - 1. Evaluation and feedback forms will include measurement of the relevance and quality of the training provided.
 - 2. A minimum of seventy-five percent (75%) of participants attending a training session must rate the overall usefulness of the training as 4 or higher on a 5-point scale.
 - 3. In the event that fewer than seventy-five percent (75%) of 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.

- M. For County Staff training sessions, agency will identify and implement various ways to measure the transfer of learning by participants. Where appropriate, as agreed upon by designated 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.
 - 4. The completion of a course evaluation form at the conclusion of each CFS Staff specific training sessions to assist the Agency and CFS Staff Development Program Coordinators with assessing the effectiveness of the instructor, materials, and information offered in the training.
 - 5. For CFS Staff specific training sessions that meet regulatory/licensing requirements a post-test will be required. A minimum of 75% of the class will pass the post-test with a 75% score or better. Agency will review both instructor performance and post-test scores to evaluate instructor performance and curriculum. Agency will make appropriate changes based on these scores and inputs. Additional training will be provided to students who do not pass any post-test to ensure their comprehension of the material. County reserves the right to review course evaluations and post-test contents for appropriateness.

- N. Agency will facilitate service needs for hosting conferences/events at EHSD request. Agency will contract with needed vendors for conference/events and incur the expense. Agency will be reimbursed by EHSD for all mutually approved actual, incurred conference/event expenses.

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- O. Agency shall provide training services support as follows:
 - 1. Ensure training curricula is procured and other training resources that are culturally appropriate and trauma-informed, to be utilized by CFS Managers, Supervisors, and Staff.
 - 2. Ensure Content Experts are available and able to provide development and delivery of training materials and supplies.
 - 3. Ensure training curricula is developed as requested by designated CFS Staff. Ensure that any subcontracts will grant and maintain County's sole ownership of materials, data, and works for hire.
 - 4. Ensure certificates of completion are issued to participants who complete trainings, as requested by CFS Staff Development District Manager or designee.
 - 5. Scheduling and participating in relevant conference calls and meetings as requested by County designated CFS District Manager or designee.

- P. Agency will assign its designated staff to be a liaison between Agency and CFS.
 - 1. Agency liaison staff will meet as needed with CFS staff, CFS Division Managers, and CFS Director to identify training topics and identify trainers who may deliver the trainings.
 - 2. Development and coordination of training sessions, scheduling and contracting with trainers, consultants and locations.
 - 3. Ensure local, adequate training space is sourced and secured.
 - 4. Ensure site coverage and support is provided to trainers and trainees during deliverables, arriving not less than 45 minutes prior to training start time (logging in not less than 15 minutes prior to training start time for virtual training sessions).
 - 5. Ensure development and delivery of training evaluations are issued and completed by training participants.
 - 6. Ensure advertisements and registration materials are developed and delivered, subject to County approval, for all trainings and events.
 - 7. Ensure Agency personnel, subcontractors and vendors delivering services under the agreement respond to CFS staff within forty-eight (48) business hours of contact.

- Q. Maintain a webpage for Contra Costa County-specific trainings being offered as part of the multi-county training site: www.fostercaretraining.org.

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1. Agency will receive information from Subcontractors and County about available training sessions at least ten (10) days prior to the first day of each month, which Agency will post on the Agency multi-county training website calendar.
2. Open subcontractor and County trainings will be included by Agency on the Agency website catalog and posted by topic area.

R. Reporting

1. As supporting documentation to monthly invoices, Agency will maintain records of all training participants, including the affiliated organization and/or role of participants as well as evaluations and test results.
2. Mid-year Report: Agency will provide two (2) mid-year 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. Service Provider Staff, Group Home/Short Term Residential Treatment Program (STRTP) staff, Foster Family Agency Staff, Caregivers, CFS Staff, Resource Families, Biological/Adoptive Families, and other Community Organizations).
 - e. Mid-Year reports will be due according to the following schedule:
 - i. Mid-Year 1 Report - due no later than January 31, 2022
 - ii. Mid-Year 2 Report - due no later than January 31, 2023
3. Annual Report: Agency will provide an annual report at the conclusion of each fiscal year 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, Biological/Adoptive Families, County Child Welfare staff, other);
 - d. Number of training hours delivered;
 - e. Reimbursement and total amount paid to Agency; and

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- f. Annual reports will be due according to the following schedule:
 - i. Annual Report 1 - due no later than August 31, 2022
 - ii. Annual Report 2 - due no later than August 31, 2023
- 4. Additional Reports: As requested by CFS Director or designee.
- 5. All reports are to be sent via email to the CFS Resource Division Manager.

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.
- B. Collaborate with Agency to determine priorities, curriculum development, training/coaching topics and presenters to be hired, as well as, which prospective participants should be notified of the trainings.
- C. Provide Agency with schedule of all other CFS training events and request coordination support, and Agency website posting if/as needed.
- D. Reserve County training sites when approved and applicable for CFS Staff training.
- E. 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.
- F. Provide Agreement monitoring and evaluation which may include:
 - 1. Performing site visits and/or drop-ins at training classes.
 - 2. Reviewing 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.

IV. Payment Provisions

- A. The total Agreement Payment Limit is \$750,000.00.
- B. The total cost of the service provided under this agreement per year is \$375,000.00.

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- C. Subject to the Agreement payment limit and the “Payment Provisions” contained herein, Agency will be reimbursed for allowable costs in accordance with Attachment A: Budget of Estimated Program Expenditures for the period July 1, 2021 through June 30, 2022; and Attachment B: Budget of Estimated Program Expenditures for the period of July 1, 2022 through June 30, 2023, which are attached hereto and incorporated herein by reference.

- D. 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 designated CFS Division Manager, or designee, must approve any line item adjustment which exceeds the line item budget by more than ten (10%) percent.

- E. 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;
 - c. Summary of training and next steps of participants to include learning goals;
 - d. Resume or biography of instructor (if not previously submitted) indicating qualifications;
 - e. Summary of evaluations for each class, including the number of evaluations submitted, average score on each evaluation topic, overall score for the training, and other comments as appropriate; and
 - f. Summary of post-tests for each class, as applicable.

- F. Agency will maintain detailed supporting documentation in electronic format (or physical format upon request) for invoices for five (5) years following the end date of this Agreement and make it available for review by County, state, or federal auditors as requested.

- G. Reconciliation Clause
 - 1. No later than forty-five (45) days from the end of each fiscal year, June 30, 2022 (due August 31, 2022), and June 30, 2023 (due August 31, 2023), Agency shall submit the

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following: a final demand to EHSD for either a reimbursement for any overages or an invoice for underpayments for the year, and a reconciliation report containing the costs paid out compared to amounts invoiced with a statement of certification by an Agency financial officer. Any invoice for underpayments is subject to funding availability and may not exceed the total Agreement Payment Limit.

- H. Demands for payment shall be submitted on County Demand Form D-15 with documentation attached as referenced in sections IV.E., and sections II. R., of this Agreement. Demands shall be submitted not more than thirty (30) days following the end of each monthly billing period and shall be sent via email to designated CFS Contract Manager, CFS Division Manager and/or designee.
- I. Upon approval of payment demands by EHSD head, or designee, County will make payments as specified in Section IV, Payment Provisions, above.

- Attachment A:** Budget of Estimated Program Expenditures for the period July 1, 2021 through June 30, 2022
- Attachment B:** Budget of Estimated Program Expenditures for the period July 1, 2022 through June 30, 2023

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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.

Contractor

County Dept.

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.

Contractor

County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

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

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GENERAL CONDITIONS
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employed, did not then and do not now occupy a position that would create a conflict of interest under Government Code section 1090. In 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

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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 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

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requirements of Revenue & Taxation Code Section 107.6, and waives all rights to further notice or to damages under that or any comparable statute.

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

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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.

- 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
2021-2022

Foster Care and Adoption Training Services	
Classroom Training to Caregivers and Providers serving Youth (\$385/hr = 433 hours)	\$166,705.00
Caregiver/Parent/Provider Coaching (\$128/hr = 90 hours)	\$11,520.00
Event Training Cost Reimbursement Total (up to \$8,000/session, quantity determined by need)	\$85,800.00
Training Services (Website Maint., Materials, Translation, Staff Travel, Supplies)	\$53,771.61
18% Contract Management (Indirect)	\$57,203.39
Total	\$375,000.00

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Contra
Costa
County

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: April 27, 2021

Subject: Agreement 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 \$750,000 to deliver education and training services to foster care providers, community partners, and Children and Family Services staff for the period July 1, 2021 through June 30, 2023.

FISCAL IMPACT:

This will increase department expenditures by \$750,000 over a two year period: \$375,000 in FY 2021-2022 and \$375,000 in FY 2022-2023. 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

- APPROVE OTHER
- RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **04/27/2021** 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: April 27, 2021

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: Laura Cassell, Deputy

Contact: C. Youngblood, (925) 812-6724

BACKGROUND: (CONT'D)

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 approved by County Counsel.

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.