

SERVICES AGREEMENT LAS POSITAS COLLEGE

THIS SERVICES AGREEMENT (Agreement) is entered into as of the Effective Date, by and between Casey Family Programs (CFP), a nonprofit corporation organized under the laws of the state of Washington, and Las Positas College (Service Provider), a private educational institution organized under the laws of the state of California. CFP and Service Provider are sometimes referred to individually as a Party and collectively as the Parties. In consideration of the terms of this Agreement, the Parties agree as follows:

- 1. Purpose.** The purpose of this Agreement is to set forth the terms and conditions under which Service Provider will provide services in furtherance of CFP's 2020 goals, strategies, and initiatives.
- 2. Services.** Service Provider shall provide such services and/or deliverables as described in the schedule(s) (Schedule(s)) attached hereto, hereby incorporated by reference (Services). This Agreement may be amended from time to time to include additional Schedules, which shall be signed by the Parties. A description of all Services, applicable due dates, and fee/payment provisions shall be set forth in each Schedule. Service Provider acknowledges that timely completion of each Service is material to the Agreement.
- 3. Payment/Use of Funds.**

3.1. Payment for Services. CFP shall pay Service Provider for the Services in accordance with each Schedule. CFP shall not pay Service Provider more than the maximum amounts set forth in each Schedule.

3.2. Payment Terms. Service Provider shall be paid within thirty (30) days after receipt by CFP of an invoice and any additional information requested by CFP. Notwithstanding the foregoing, Service Provider shall not be entitled to payment for an invoice if the Services billed have not been performed pursuant to this Agreement.

3.3. Use of Funds. CFP is an organization exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code (Code) and is a private operating foundation within the meaning of Section 4942(j)(3) of the Code. Service Provider warrants that no funds received from CFP will be used, directly or indirectly, to support or oppose a candidate for political office, to attempt to influence legislation, including contacting legislators or their staffs to urge support for or opposition to any legislation, or to urge the public to contact legislators or their staffs to urge support or opposition to any legislation, or for any purpose that is not considered charitable or educational within the meaning of Section 501(c)(3) of the Code.

4. Term and Termination.

4.1. Term. The term of this Agreement shall commence as of October 10, 2012 (Effective Date) and expire on September 30, 2013 (Term), unless sooner terminated as provided in Section 4.2.

4.2. Termination. This Agreement may be terminated by CFP at any time during the Term (a) with at least thirty days written notice; or (b) immediately on written notice if Service Provider fails to maintain in good standing all required licenses, ceases to conduct business in the normal course, becomes insolvent, enters into bankruptcy, or becomes subject to any other proceeding that relates to insolvency or protection of creditor rights.

4.3. Effect of Termination. Upon receipt of notice of termination from CFP, Service Provider shall not incur any additional expense or perform any Service without the prior written approval of CFP.

Should CFP terminate this Agreement, Service Provider shall be entitled to payment for Services satisfactorily performed by it to the date of termination.

5. Warranties.

5.1. Standard. Service Provider warrants that the Services performed by Service Provider, its employees, agents and subcontractors, will be of a high quality and performed in a professional manner in accordance with industry standards and practice, and in compliance with all applicable laws and regulations, including but not limited to all applicable licensing requirements. Service Provider also warrants that the Services will meet the requirements of this Agreement.

5.2. Right to Use. Service Provider warrants that any and all work of Service Provider, and all other material resulting from Services performed by Service Provider shall be original work developed by Service Provider, its employees, agents and subcontractors, and/or material subject to a license or sublicense. Service Provider warrants that such work and/or materials does not infringe upon or misappropriate any third party's copyrights, patents, trade secrets or other intellectual property rights or violate the terms of any license or contract applicable to Service Provider.

6. Indemnification. Each Party is responsible for its own acts and omissions and those of its directors, officers, employees, representatives, and agents. No Party is responsible for the acts of third parties. Each Party agrees and covenants to indemnify and hold the other Parties harmless against any liability, loss, claim, or attorneys' fees with respect to any acts or omissions of the indemnifying Party, its directors, officers, employees, representatives, agents or subcontractors related to the Agreement. For purposes of this Section, no director, officer, employee, representative, or agent of a Party is an agent of the other Party.

7. Confidential Information. In connection with the Agreement, Service Provider and its employees, agents and subcontractors may receive, review or otherwise have access to proprietary financial and other information of CFP and information about persons, including names, addresses, mental and physical health data, family history and other like information of a private or confidential nature (Confidential Information). In such event, Service Provider and its employees, agents and subcontractors shall hold Confidential Information of CFP in strict confidence, shall hold Confidential Information of individuals confidential in accordance with applicable law, and shall use all Confidential Information only as necessary in connection with its performance of the Services. The obligations of Service Provider pursuant to this Section shall survive any termination or expiration of this Agreement. CFP is entitled to immediate injunctive relief in the event of any violation of this Section.

8. Personnel.

8.1. Qualifications. All persons employed or otherwise retained to provide Services to CFP shall be fully qualified to do so, and shall perform such Services in compliance with all applicable law.

8.2. Background Screening. The Parties acknowledge that access to the Confidential Information of, and interaction with, any children, youth, or families requires discretion and sensitivity. Service Provider represents and warrants that all persons employed or otherwise retained to perform Services under this Agreement have been screened through appropriate background checks, and have no history to suggest that it would be potentially dangerous, harmful, or otherwise inappropriate for such persons to assume the assigned responsibilities.

9. Intellectual Property.

9.1. Materials. Service Provider acknowledges that all written or otherwise documented work product created in connection with this Agreement (Materials) constitutes work for hire. CFP shall hold and retain all intellectual property rights, including copyrights, trademarks, and moral rights (IP Rights), in all Materials created by CFP or Service Provider, or jointly created by CFP and Service Provider. Service Provider hereby transfers, grants, conveys and assigns to CFP all of its rights, title and interest to all Materials.

9.2. Previously Created Works. The Parties acknowledge that to the extent either Party has previously created written or otherwise documented work product prior to this Agreement (Works) and contributes Works for use in delivering the Services that are subject to IP Rights, that Party shall hold and retain its IP Rights to those Works, subject to a nonexclusive, perpetual, royalty-free, worldwide and irrevocable license, which is hereby granted, to the other Party to use those Works for purposes consistent with and subject to the provisions of this Agreement, including the right to sublicense to third-parties for non-commercial purposes.

10. Insurance. Service Provider warrants that it carries the following insurance: (i) commercial general liability coverage of \$1,000,000 - \$2,000,000 aggregate; (ii) if professional services are being rendered, professional liability coverage of \$1,000,000 - \$2,000,000 aggregate; (iii) automobile liability insurance coverage of \$1,000,000; and (iv) property coverage in an amount necessary to cover its property used in connection with the Services.

11. Use of CFP's Name. Service Provider shall not use CFP's name for advertising and/or promotional purposes without CFP's written approval prior to publication or other dissemination.

12. Independent Contractor. Service Provider is an independent contractor of CFP. This Agreement shall not create the relationship of employer and employee, a partnership, or a joint venture between CFP and Service Provider. Subject to the terms of this Agreement, Service Provider shall determine the number of days and hours of its work and control its performance and the details for accomplishing the Services. Service Provider shall be solely liable for the wages, employment taxes, fringe benefits, work schedules, and work conditions of its employees, agents, and subcontractors, and shall indemnify and shall hold CFP harmless from any claim or loss relating to the same.

13. General

13.1. Applicable Law. This Agreement shall be governed by and construed under the laws of the State of Washington without reference to its conflicts of law principles.

13.2. Dispute Resolution. In the event a dispute arises from or relates to this Agreement and the Parties are unable to settle the dispute between them, the dispute shall be referred to a mutually agreeable mediator within twenty (20) days of a written request for mediation submitted by either Party. The Parties will share the costs of mediation equally.

13.3. Notices. All notices or other communications shall be in writing and delivered to the address indicated on the Agreement. Such address may be changed by notice to the other Party in accordance with this Section.

13.4. Subcontracting. Service Provider shall not delegate the performance of its obligations under this Agreement (Subcontract) to any other person or entity without prior written approval from CFP. Any such Subcontract shall incorporate by reference the terms and conditions of this Agreement. Service Provider shall remain primarily liable and shall be responsible for the performance of each permitted subcontractor and each subcontractor's employees, and for their compliance with this Agreement, as though they were Service Provider's own employees.

13.5. Assignment. Service Provider shall not assign this Agreement or its interest therein without CFP's prior written consent. Any purported assignment in violation of this Section shall be null and void. This Agreement is binding upon and inures to the benefit of the Parties and their successors and permitted assignees.

13.6. No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to nor shall be construed to confer upon any person or entity, any remedy or claim under or by reason of this Agreement as third-party beneficiaries or otherwise. The terms and conditions of this Agreement are for the sole and exclusive benefit of the Parties to this Agreement.

13.7. Entire Agreement/Modification. This document, including all Schedules and other attachments, contains the entire agreement of the Parties regarding the subject matter described in this Agreement, and all other promises, representations, understandings, arrangements and prior agreements are merged into and superseded by this Agreement. This Agreement may only be modified by a written agreement of the Parties signed by an authorized representative of each Party.

13.8. No Interpretation Against Drafter. The terms and conditions of this Agreement were negotiated by the Parties and any rule that inconsistencies or ambiguities are to be construed against the drafter shall not apply.

13.9. Waiver. The failure by any Party to insist upon strict performance by a party of any provision of this Agreement shall not operate or be construed as a subsequent waiver of that or any other provision by the other Party or parties.

13.10. Survival. The conditions, obligations and warranties contained in this Agreement that by their nature or that the Parties intend to survive the completion of the performance of the Agreement, shall survive the expiration or termination of the Agreement.

13.11. Counterparts. For the convenience of the Parties, this Agreement may be executed, delivered and received in counterpart originals, including by means of facsimile or email transmission, and such counterparts, taken together, shall constitute a single instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CASEY FAMILY PROGRAMS

LAS POSITAS COLLEGE

By: _____
 Stacie Buchanan
 Senior Director – Bay Area Office

By: _____
 Lorenzo Legaspi

Notice Address:

Casey Family Programs
 491 9th Street
 Oakland, CA. 94607
 Attn: Esther Spearman
 Telephone: 510.350.2966
 Facsimile: 877.745.1189
 E-mail: espearman@casey.org

Notice Address:

Chabot-Las Positas Community College District
 5020 Franklin Drive
 Pleasanton, California 94588
 Telephone: 925.485.5208

**SCHEDULE 1
STATEMENT OF WORK AND PAYMENT
LAS POSITAS COLLEGE**

Outcomes. Successful delivery of these Services will result in the following outcomes: (i) prospective foster parents will meet State regulatory and CFP clinical practice standards for foster parent licensure; (ii) prospective foster parents will have increased knowledge and skill application of prospective foster parents regarding youth safety.

Services. Service Provider will provide the following Services under this Schedule 1:

Description of Services	Timeline/Due Date
<p>As requested by CFP in a writing to be acknowledged by the Service Provider, which may include email requests and acknowledgements provide foster parent trainings (Sessions) as follows:</p> <ol style="list-style-type: none"> 1. At least two (2) PRIDE training sessions for a minimum of five (5) participants per session. 2. At least one (1) Youth & Safety training session; 3. Other trainings and curriculum as mutually agreed upon by the parties. 4. Service Provider shall provide all training materials for PRIDE training Sessions and other training curriculum as requested by CFP. 5. Administer course evaluation materials for participants after each Session and return to CFP's Bay Area Office Family Developer, including an evaluation of each participant(s) (or couple) that describes the participant(s) abilities in the 5 Core Competency areas for each PRIDE training segment. 	<p>Ongoing throughout Term</p> <p>Specific dates to be agreed by the Parties.</p>

Fees. Payment for all Services under this Schedule 1 shall be made at the flat rate of \$2500, and total compensation for all Services under the Agreement shall not exceed \$2500.

Expenses. CFP shall not pay for any expenses or out-of-pocket costs.

Invoices. Service Provider shall submit itemized invoices upon completion of each training session that at a minimum identify:

- Detailed description of Services provided
- Name of person providing the Services
- Date of Service for each Service provided
- Number of hours or other unit of measure for each Service provided
- Charge for each Service rendered
- Service Provider's name, address, phone number and tax ID number
- Any additional information that CFP requests