

**CONTRACT FOR TITLE IV-E TRAINING BY CHABOT-LAS POSITAS
COMMUNITY COLLEGE DISTRICT**

This Contract is made and entered into by and between the County of Lake through its Department of Social Services, hereinafter referred to as "LCDSS", and Chabot-Las Positas Community College District, hereinafter referred to as "Contractor", collectively referred to as the "parties". The LCDSS Director shall administer this Contract on behalf of LCDSS.

1. TERM

This Contract shall commence on September 20, 2018, and shall terminate on June 30, 2019, unless earlier terminated as hereinafter provided. In the event LCDSS desires to temporarily continue services after the expiration of this Contract, such continuation shall be deemed on a month-to-month basis, subject to the same terms, covenants, and conditions contained herein.

2. COMPENSATION

Contractor has been selected by LCDSS to provide the services described hereunder in Exhibit "A" (Scope of Work), incorporated herein by this reference. Compensation to Contractor shall not exceed one million dollars (\$1,000,000.00)

LCDSS shall compensate Contractor for services in accordance with Exhibit "B" (Fiscal Provisions), attached hereto and incorporated herein. Compensation to Contractor is contingent upon appropriation of federal, state and county funds.

3. TERMINATION

This Contract may be terminated by mutual consent of the parties or by the LCDSS Director upon 30 days written notice to Contractor.

In the event of non-appropriation of funds for the services provided under this Contract, LCDSS Director will terminate this Contract, without termination charge or other liability.

Upon termination, Contractor shall be paid a prorated amount for the services provided up to the date of termination.

4. MODIFICATION

This Contract may only be modified by a written amendment hereto, executed by both parties; however, matters concerning scope of services which do not affect the compensation may be modified by mutual written consent of Contractor and LCDSS Director.

5. NOTICES

All notices between the parties shall be in writing addressed as follows:

LCDSS
P O Box 9000
Lower Lake, CA 95457

Chabot-Las Positas Community College District
7600 Dublin Blvd., Suite 102A
Dublin, CA 94568

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6. EXHIBITS

The Contract Exhibits, as listed below, are incorporated herein by reference:

- Exhibit A – Scope of Services
- Exhibit B – Fiscal Provisions
- Exhibit C – Compliance Provisions

7. TERMS AND CONDITIONS

Contractor warrants that it will comply with all terms and conditions of this Contract and Exhibits, and all other applicable federal, state and local laws, regulations and policies.

This Contract constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior contracts, related proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties.

Executed at _____, California on _____.

COUNTY OF LAKE

CONTRACTOR

CHAIR, Board of Supervisors

Ronald Gerhard
Vice Chancellor, Business Services

ATTEST: CAROL J. HUCHINGSON
Clerk to the Board of Supervisors

APPROVED AS TO FORM:
ANITA L. GRANT

By: _____

County Counsel

By: _____

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EXHIBIT "A" – SCOPE OF SERVICES

1. DESCRIPTION OF SERVICES

Contractor shall design and conduct trainings that fulfill the requirements for Title IV-E federally funded training programs. The Title IV-E training shall be provided as requested by LCDSS for staff who works with Title IV-E federally eligible children and for resource families, resource parents, and foster parents. Contractor shall collaborate with LCDSS to coordinate training topics, schedules, locations, and other allowable activities. LCDSS staff and Contractor will work together to establish the audiences for the trainings, as well as selecting which trainings and which instructors can best address the needs identified by LCDSS.

Contractor shall ensure that the instructor for any class offered for college credit meets the minimum qualifications as required by California Education Code.

2. REPORTING REQUIREMENTS

Contractor shall submit quarterly reports detailing who was trained, on what date, number of hours, description of curriculum presented, and any other information requested by LCDSS. Consent/Release of Information shall be signed by all participants. No records, written or verbal, shall be released without signed releases.

3. MONITORING REQUIREMENTS

Contractor shall be subject to monitoring by LCDSS, allowing full access to the information requested for monitoring purposes.

4. RECORDS RETENTION

Contractor shall prepare, maintain and/or make available to LCDSS upon request, all records and documentation pertaining to this Contract, including financial, statistical, property, recipient and service records and supporting documentation for a period of four (4) years from the date of final payment of this Contract. If at the end of the retention period, there is ongoing litigation or an outstanding audit involving the records, Contractor shall retain the records until resolution of litigation or audit. After the retention period has expired, Contractor assures that confidential records shall be shredded and disposed of appropriately.

5. GRIEVANCE

Contractor agrees to provide a procedure through which recipients of Contract services shall have the opportunity to grieve or complain regarding service.

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EXHIBIT "B" – FISCAL PROVISIONS

1. EXPENDITURE OF FUNDS

Director reserves the right to refuse payment to Contractor or disallow costs for any expenditure determined to be unreasonable, out of compliance, or inappropriate to the services provided hereunder.

2. CONTRACTOR'S FINANCIAL RECORDS

Contractor shall keep financial records for funds received hereunder, separate from any other funds administered by Contractor, and maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's Cost Principles.

3. INVOICES

A. Contractor shall submit quarterly invoices, in the format approved by LCDSS, based on actual expenses, no later than the 30th of the month following the quarter in which services were provided, except for the fourth quarter (April, May, and June).

B. For the fourth quarter:

1. Funding for this Contract is appropriated on a fiscal year basis. LCDSS is not able to compensate Contractor after the close of the fiscal year period.
2. To ensure Contractor is properly compensated, Contractor shall submit an invoice based on estimated expenses, including all anticipated costs, no later than June 5th of the fiscal year period.
3. Contractor shall follow up by submitting the invoice for actual expenses, as stated hereinabove in Paragraph 3A., including remittance of the full amount of any overpayment that occurred in the event estimated expenses exceeded actual.

C. LCDSS shall review and approve Contractor's invoices and make payment within fifteen (15) days of approval.

4. AUDIT REQUIREMENTS AND AUDIT EXCEPTIONS

A. Contractors that expend \$750,000 or more in Federal Awards shall arrange for an audit to be performed as required by the Single Audit Act of 1984, Public Law 98-502, Single Audit Act Amendments of 1996, Public Law 104-156, and Office of Management and Budget (OMB) Circular A-133, and a copy submitted to the:

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Lake County Department of Social Services
Attn: Program Manager
P.O. Box 9000
Lower Lake, CA 95457

The copy shall be submitted within the earlier of 30 days after receipt of the auditor's report or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency.

The contractor shall ensure that LCDSS-funded expenditures are displayed discretely along with the related federal expenditures in the single audit report's "Schedule of Expenditures of Federal Awards" (SEFA) under the appropriate Catalog of Federal Domestic Assistance (CFDA) number as referenced in Section B of this Article.

For LCDSS contracts that do not have CFDA numbers, the Contractor shall ensure that the LCDSS funded expenditures are discretely identified in the SEFA by the appropriate program name, identifying grant/contract number, and as passed-through the California Department of Social Services.

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EXHIBIT "C" – COMPLIANCE PROVISIONS

1. INFORMATION INTEGRITY AND SECURITY

A. Contractor ensures that personal, sensitive and confidential information is protected from inappropriate or unauthorized access or disclosure in accordance with Welfare and Institutions Code Section 10850, LCDSS MEDS Data Privacy and Security Agreement, Lake County Information Security Policy, Health Insurance Portability and Accountability Act (HIPAA), and all other applicable laws, regulations and policies.

B. Contractor shall immediately notify LCDSS of any known or suspected breach of personal, sensitive and confidential information related to Contractor's work under this Contract.

2. NON-DISCRIMINATION

A. Contractor shall not unlawfully discriminate against any qualified worker or recipient of services because of race, religious creed, color, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, marital status or age.

B. Contractor shall comply with and annually sign the LCDSS "Assurance of Compliance" form.

3. ABUSE REPORTING REQUIREMENTS

A. Contractor shall ensure that all known or suspected instances of child abuse or neglect, as defined in Penal Code Section 11165, are reported to LCDSS Child Welfare Services.

B. Contractor shall ensure that all known or suspected instances of elder abuse as defined in Welfare and Institutions Code 15610, are reported to LCDSS Adult Protective Services.

4. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

A. The Contractor certifies to the best of its knowledge and belief, that it and its subcontractors:

1. Are not presently debarred or suspended from federal financial assistance programs and activities, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency;

2. Have not, within a three-year period preceding this Contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in the preceding paragraph; and

4. Have not, within a three-year period preceding this Contract, had one or more public transactions terminated for cause or default.

B. Contractor shall report immediately to Director, in writing, any incidents of alleged fraud and/or abuse by either Contractor or Contractor's subcontractor. Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by Director.

5. CHILD SUPPORT

Contractor shall comply with Public Contract Code Section 7110(a), recognizing the importance of child and family support obligations and enforcement including, but not limited to, disclosure of information and compliance with earnings assignment orders as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code.

6. PAYROLL TAXES AND DEDUCTIONS

Contractor shall promptly forward payroll taxes, insurances, and contributions to designated governmental agencies.

7. CONTRACTS IN EXCESS OF \$100,000

Contractor shall comply with all applicable orders or requirements issued under the following laws:

A. Clean Air Act, as amended (42 USC 1857).

B. Clean Water Act, as amended (33 USC 1368).

C. Federal Water Pollution Control Act, as amended (33 USC 1251, et seq.)

D. Environmental Protection Agency Regulations (40 CFR, Part 15 and Executive Order 11738).

E. Public Contract Code Section 10295.3.

8. INDEMNIFICATION AND HOLD HARMLESS

Contractor shall indemnify and defend the County of Lake and its officers, employees, and agents against and hold them harmless from any and all claims losses, damages, and liability for damages, including attorney's fees and other costs of defense incurred by County of Lake, whether for damage to or loss of property, or injury to or death of person, including properties of

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County of Lake and injury to or death of County of Lake officials, employees or agents, arising out of, or connected with Contractor's operations hereunder or the performance of the work described herein, unless such damages, loss, injury or death is caused solely by the negligence of County of Lake.

9. STANDARD OF CARE

Contractor represents that it is specially trained, licensed, experienced and competent to perform all the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed, whether by Contractor or designated subcontractors, in a manner according to generally accepted practices.

10. INTEREST OF CONTRACTOR

Contractor assures that neither it nor its employees has any interest, and that it shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder.

11. INSURANCE

A. Contractor shall procure and maintain Workers' Compensation Insurance for all of its employees.

B. Contractor shall procure and maintain Comprehensive Public Liability Insurance, both bodily injury and property damage, in an amount of not less than one million dollars (\$1,000,000) combined single limit coverage per occurrence, including but not limited to endorsements for the following coverage: personal injury, premises-operations, products and completed operations, blanket contractual, and independent contractor's liability.

C. Contractor shall procure and maintain Comprehensive Automobile Liability Insurance, both bodily injury and property damage, on owned, hired, leased and non-owned vehicles used in connection with Contractor's business in an amount of not less than one million dollars (\$1,000,000) combined single limit coverage per occurrence.

D. Contractor shall procure and maintain Professional Liability Insurance for the protection against claims arising out of the performance of services under this Agreement caused by errors, omissions or other acts for which Contractor is liable. Said insurance shall be written with limits of not less than one million dollars (\$1,000,000).

E. Contractor shall not commence work under this Agreement until it has obtained all the insurance required hereinabove and submitted to County certificates of insurance naming the County of Lake as additional insured. Contractor agrees to provide to County, at least 30 days prior to expiration date, a new certificate of insurance.

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F. In case of any subcontract, Contractor shall require each subcontractor to provide all of the same coverage as detailed hereinabove. Subcontractors shall provide certificates of insurance naming the County of Lake as additional insured and shall submit new certificates of insurance at least 30 days prior to expiration date. Contractor shall not allow any subcontractor to commence work until the required insurances have been obtained.

G. For any claims related to the work performed under this Agreement, the Contractor's insurance coverage shall be primary insurance as to the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, agents or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

H. The Commercial General Liability and Automobile Liability Insurance must each contain, or be endorsed to contain, the following provision:

The County, its officers, officials, employees, agents, and volunteers are to be covered as additional insured's and shall be added in the form of an endorsement to Contractor's insurance on Form CG 20 10 11 85. Contractor shall not commence work under this Agreement until Contractor has had delivered to County the Additional Insured Endorsements required herein. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under subdivision (b) of California Civil Code Section 2782.

I. Insurance coverage required of Contractor under this Agreement shall be placed with insurers with a current A.M. Best rating of no less than A: VII.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor for liability in excess of such coverage, nor shall it preclude County from taking other action as is available to it under any other provisions of this Agreement or applicable law. Failure of County to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at a later date.

J. Any failure of Contractor to maintain the insurance required by this section, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Agreement.

12. ATTORNEY'S FEES AND COSTS

If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such part may be entitled.

13. ASSIGNMENT

Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same without the prior written consent of Director except that claims for money due or to

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become due Contractor from LCDSS under this Contract may be assigned by Contractor to a bank, trust company, or other financial institution without such approval. Written notice of any such transfer shall be furnished promptly to LCDSS. Any attempt at assignment of rights under this Contract except for those specifically consented to by both parties or as stated above shall be void.

14. INDEPENDENT CONTRACTOR

It is specifically understood and agreed that, in the making and performance of this Contract, Contractor is an independent contractor and is not an employee, agent or servant of County. Contractor is not entitled to any employee benefits. LCDSS agrees that Contractor shall have the right to control the manner and means of accomplishing the result contracted for herein.

Contractor is solely responsible for the payment of all federal, state and local taxes, charges, fees, or contributions required with respect to Contractor and Contractor's officers, employees, and agents who are engaged in the performance of this Contract (including without limitation, unemployment insurance, social security and payroll tax withholding.)

15. OWNERSHIP

All non-proprietary reports, drawings, renderings, or other documents or materials prepared by Contractor hereunder are the property of LCDSS.

16. ADHERENCE TO APPLICABLE DISABILITY LAW

Contractor shall be responsible for knowing and adhering to the requirements of Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, (42 U.S.C. Sections 12101, et seq.). California Government Code Sections 12920 et seq., and all related state and local laws.

17. HIPAA COMPLIANCE

Contractor will adhere to Titles 9 and 22 and all other applicable Federal and State statutes and regulations, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and will make his best efforts to preserve data integrity and the confidentiality of protected health information.

18. SAFETY RESPONSIBILITIES

Contractor will adhere to all applicable CalOSHA requirements in performing work pursuant to this Agreement. Contractor agrees that in the performance of work under this Agreement, Contractor will provide for the safety needs of its employees and will be responsible for maintaining the standards necessary to minimize health and safety hazards.

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19. JURISDICTION AND VENUE

This Agreement shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue of any action or proceeding regarding this Agreement or performance thereof shall be in Lake County, California. Contractor waives any right of removal it might have under California Code of Civil Procedure Section 394.

20. RESIDENCY

All independent contractors providing services to County for compensation must file a State of California Form 590, certifying California residency or, in the case of a corporation, certifying that they have a permanent place of business in California.

21. NO THIRD-PARTY BENEFICIARIES

Nothing contained in this Agreement shall be construed to create, and the parties do not intend to create, any rights in or for the benefit of third parties.

22. SEVERABILITY

If any provision of this Contract is held to be unenforceable, the remainder of this Contract shall be severable and not affected thereby.

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SAMPLE SUBCONTRACT

**CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT
AND
REDWOOD COMMUNITY SERVICES
CONTRACT FOR SERVICES
LAKE COUNTY**

This Contract for Services is made and entered into this _____ day of _____ 2018, by and between Chabot-Las Positas Community College District hereinafter referred to as *District*, and Redwood Community Services, hereinafter referred to as *Contractor*.

WHEREAS, the *Contractor* desires to provide and receive contract education and training for Mendocino County (hereinafter referred to as *County*) providers and caregivers serving dependent children/youth and their families beginning on September 20, 2018 and ending on June 30, 2019;

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

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

Contractor shall:

- 1) Consult with *District* staff to coordinate the design of the education and training to be provided in order to meet training needs.
- 2) Provide training which increases the ability of staff and caregivers to provide support and assistance to foster, probation and adoptive children, youth and their families.
 - 2.1) The trainings will be offered via lecture, group discussions, and interactive activities as well as through distance education programs.
- 3) Ensure and verify that all training activities qualify for the enhanced 75% rate and attendees are qualified participants according to the Federal Title IV-E guidelines. *Contractor* shall consult with *District* for clarification when necessary.
 - 3.1) An individual, different than the individual preparing the invoice, will provide quality assurance (QA) and review the invoice to ensure alignment with federal regulations, as well as contract requirements and guidelines.
 - 3.2) *Contractor's* Chief Financial Officer or Chief Executive Officer, the individual creating the invoice, and the individual providing the QA for the invoice will sign each invoice certifying that the "invoice reflects actual direct and indirect qualified costs, as defined by 45 CFR §§235.66 and 1356.60, incurred by *Contractor* in the provision of Title IV-E training."

4) Invoice *District* up to the maximum amount of this Contract: \$ **.00**.

4.1) Allowable expenses for trainings shall include the following:

- 4.1.1) Salaries, fringe benefits, travel and per diem costs for staff trainers and/or outside subject matter experts.
- 4.1.2) Training supplies, postage of training supplies, and purchase or development of training materials.
- 4.1.3) Training venue.
- 4.1.4) Administrative and training oversight personnel and overhead costs directly applicable to the trainings.

4.2) Some training will be delivered on a fixed unit price basis, at the rate of \$175.00 per hour of instruction or curriculum development.

- 4.2.1) All expenses, including curriculum development units and training hours, must represent actual expenses incurred and documented.

4.3) For those trainings costing more than the fixed unit price, the *Contractor* will charge on a fee for service basis. Fee for service is a direct cost reimbursement and *Contractor* must supply all required documentation including documentation of participant and content eligibility for funding source, as well as expense receipts (see documentation requirements in section 5).

- 4.3.1) Fee for service training expenses expected to exceed \$5,000 require prior written approval from *District*.

5) Submit monthly summary invoices with a breakdown of fixed unit price and fee for service activities, listing the total amount due. Monthly invoices shall include the following:

5.1) A Microsoft Excel spreadsheet (template provided by *District*) listing all trainings with eligible title, time, location, whether the training was available to participants outside *Contractor's* staff/ caregivers, and number of participants by type as well as remaining balance on contract.

5.2) A list of training participants' agency names for the month.

5.4) Back-up documentation required for all training activities (fixed unit and fee for service):

- 5.4.1) Materials that identify qualifications (e.g., resumes) of all persons paid under this Contract to provide training (if not previously submitted). All staffing is subject to *District's* approval.
- 5.4.2) A course description or training summary outlining eligibility of learning activity at the 75% enhanced Title IV-E rate, as well as activities to support the transfer of learning (application of skills and knowledge to enhance job performance).
- 5.4.3) A sign-in sheet with the location of the training, training topic, instructor's name(s), list of attendees and their agency names, type of participants, and the

date and time class started and ended; all to be verified with the instructor's signature.

- 5.4.3.1) The types of participants include service provider staff, foster family agency staff, group home/ Short Term Residential Treatment Program (STRTP) staff, resource family/ caregivers, county social workers and other participants.
- 5.4.3.2) Fee for service activities conducted outside a classroom environment do not need a sign in sheet but need to include documentation that the participant(s) and content qualify(ies) under Title IV-E regulations.
- 5.4.4) A summary of evaluation data including three measures: effectiveness of trainer, materials, and content
 - 5.4.4.1) At least 6 evaluations per trainer, and up to 20 randomly selected evaluations must be included in the evaluation summary and individual hard copies
 - 5.4.4.2) If fewer than 75% of the class does not rate the quality of the course as 3.0 or better, the instructor and curriculum shall be reviewed and steps taken to assure success in subsequent trainings. Additional training shall be provided to students to ensure that they receive a quality, engaging educational experience.
 - 5.4.4.3) Non-classroom-based learning activities are exempt from the evaluation requirement.
- 5.4.5) Written approval for participant exemptions and fee for service trainings exceeding \$5,000 must be submitted with corresponding back-up documentation.
- 5.4.6) Fee for service learning activities must include a summary of expenses and corresponding receipts.

6) Monthly invoices

6.1) Invoices for the months of July through June are to be submitted to the ***District*** on a monthly basis and **by the tenth of the month.**

6.1.1) For example, January 2019's invoice, for services provided July 10, 2018 through January 31st, 2019 will be due February 10th, 2019.

6.2) ***Contractor*** shall mail or deliver originally signed invoices with backup documentation to the ***District's*** designated agent:

Child Welfare Training- Contract Education Department
Chabot-Las Positas Community College District
7600 Dublin Blvd., Suite 102, Dublin, CA 94568
(925) 249-9369

6.3) ***Contractor*** shall provide an electronic version of the invoice in Microsoft Excel to the ***District*** on or before that month's invoice's due date, at cwinvoices@clpccd.org.

6.4) Any classes that were not included in the appropriate month's invoice may be included in a later invoice, as long as required documentation is included. Classes not included in or before the July 10th, 2019 invoice will not be accepted if submitted late, is incorrect or has missing documentation.

7) Quality Assurance for Invoices

- 7.1) The ***District*** will not accept invoices that are not correct mathematically or do not have correct back up documentation.
- 7.2) Contractor will ensure a quality review of all invoices before submittal. Invoices are to be correct mathematically, to have correct and complete back up documentation for each activity, include requisite signatures and be delivered on time.
- 7.3) Only one invoice submission will be allowed each month.
- 7.4) **Errors or incomplete items on invoices will result in the line item being withdrawn from that month's invoice.**
- 7.5) Contractor may resubmit the item with correction or documentation in subsequent invoices, up to the invoice due by July 10th, 2019.
- 7.6) Any errors or omissions on the July 10th, 2019 invoice will be eliminated without the ability to resubmit.
- 8) Provide training information for ALL open trainings to be posted on the ***District*** hosted training website as soon as possible, but not later than 10 days prior to the month of the training. Information shall be provided to ***District*** website contact.
- 9) Complete a year-end report due on **August 30, 2019**. Year-end reporting requirements including the following:
- 9.1) Overview of program.
 - 9.2) Training topics delivered and percentage of classes open to other agencies.
 - 9.3) Total number of training hours delivered
 - 9.4) Breakdown of types of participants (see section 5.4.3.1)
 - 9.5) List of participating agencies
 - 9.6) Total reimbursed by month
 - 9.7) Review of challenges and how to avoid them in the future as well as successes and how to sustain them
- 10) Participate in all audit preparation and implementation by ***District, County*** or other oversight entity.
- 11) All expenses are to be the sole responsibility of ***Contractor***. Payment is on a fixed unit price and fee for service basis for qualifying expenses with proper documentation, only.
- 12) Payment of ***Contractor's*** invoices by ***District*** is anticipated to be within sixty (60) days after receipt of invoice for each month. Delay in payment does not nullify the requirement of timely delivery of invoices and back-up materials as outlined in Section 5 of this contract.
- 13) ***Contractor*** shall NOT hire nor compensate ***County*** employees to perform any part of the work or services provided for herein except upon written approval of ***District***.

- 14) **Contractor** shall NOT hire nor compensate from any contract funds any member of its governing body or the **District's** Board of Trustees, nor any business in which such member, or the spouse, parent or child of such a member, owns or otherwise controls more than five percent (5%) of the equity of such business, without written consent of the **District**.
- 15) **Contractor** agrees to adhere to and be bound by all additional requirements imposed on **District** by **County** and its Master Contract with **District**, which is attached herein (Exhibit A.) Such requirements, incorporated by reference, include but are not limited to contract monitoring, certification/licensure of instructors, client grievance, confidentiality, indemnification, insurance, and audit requirements.
- 16) **Contractor** agrees to invoice only for expenses not already reimbursed by **County**, by other entities, or through other income-generating activities.
- 17) **Contractor** is responsible for all costs disallowed by the **District** pursuant to Section 25 of this Contract.
- 18) **Contractor** shall maintain all pertinent records for five (5) years after final payment or until all pending **County**, State of California, Federal, or **District** audits are complete, whichever is later, and make them available to **District**, **County**, State of California, Federal staff or their agents, upon request of **District**.
- 19) **Indemnification and Hold Harmless.** **Contractor** agrees to defend, indemnify and save harmless **District**, including all of its boards, agencies, departments, officers, employees, agents and volunteers against any and all claims or lawsuits (whether against **Contractor**, **District** or others) judgments, debts, demands and liability, including those arising from injuries or death of persons and for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by **Contractor**, save and except claims or litigation arising through the sole active negligence, and/or sole willful misconduct of **District**. **District** shall defend, and save harmless **Contractor** and its directors, officers, employees, agents and volunteers against any and all claims or lawsuits (whether against **Contractor**, **District**, or others), judgments, debts, demands and liability, including those arising from injuries or death of persons and for damages to property, arising directly or indirectly out of (1) the sole willful misconduct or (2) the sole active negligence of **District** and its officers, employees, agents and volunteers. The **District** shall indemnify and hold the **Contractor** free and harmless of and from all liability, judgments, costs, damages, claims or demands, arising out of the **District's** unjustified failure to comply with or perform the **District's** obligations under this Contract.
- 20) **Insurance.**
 - 20.1) **Contractor**, at its sole cost and expense, shall obtain and maintain in full force during the term of the Contract, the following types of insurance:
 - 20.1.1) Commercial General Liability, including operations, products and completed operations, and broad form property damage, in the minimum amount of

\$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Coverage must also include a minimum amount of \$100,000 fire legal liability.

- 20.1.2) Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 CSL bodily injury and property damage, including owned, non-owned and hired automobiles. Also to include Uninsured/Underinsured Motorists coverage in the minimum amount of \$100,000 when there are owned vehicles.
 - 20.1.3) Auto insurance in the minimum amount of \$1,000,000 CSL bodily injury and property damage for all employees and volunteers associated with the Contract.
 - 20.1.4) Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of **Contractor** and Employer's Liability in the minimum amount of \$1,000,000.
 - 20.1.5) Professional Liability coverage in the minimum amount of \$2,000,000 each occurrence and \$3,000,000 aggregate. If the professional liability coverage is "claims made", **Contractor** must purchase an extended reporting period endorsement (tail coverage) for a period of five (5) years after date when Contract is terminated, completed, or non-renewed.
 - 20.1.6) The insurance carrier must have authorization to transact business in the State of California and be BEST rated A- or higher. **District** may withhold final payments due until satisfactory evidence of the tail coverage is provided by **Contractor** to **District**.
- 20.2) All insurance required shall be primary coverage as respects to the **District** and any insurance or self-insurance maintained by **District** shall be in excess of **Contractor's** insurance coverage and shall not contribute to it.
- 20.3) **District** is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
- 20.4) The **District**, its boards, agencies, departments, officers, employees, agents, and volunteers are to be named as Additional Insured as respects work done by **Contractor** under the terms of this Contract on all policies required (except Workers' Compensation).
- 20.5) Policies shall not be canceled, non-renewed or reduced in scope of coverage until after sixty days (60) written notice has been given to **District's** Business Services.
- 20.6) **Contractor** agrees to provide **District** with the following insurance documents on or before the effective date of this Contract:
- 20.6.1) Certificates of insurance for all required coverage;
 - 20.6.2) Additional Insured endorsements naming the **District** as additional insured (see 20.4);

20.6.3) Sixty (60) Days' Notice Cancellation Clause endorsements.

20.7) Failure to provide these documents shall be grounds for immediate termination or suspension of this Contract.

21) **Contractor** is an independent contractor, and not an employee, agent or partner of, or joint venture with the **District**. Nothing in this Contract is intended to nor shall it be construed as creating the relationship of agent, servant, employee, partnership, joint venture, or association. As an independent contractor, **Contractor** will be solely responsible for determining the means and methods for performing the services described herein. **Contractor** shall further be responsible for deducting all federal, state and local income taxes, FICA and other charges, if any, to be deducted from the compensation of **Contractor's** employees. The **District** shall make no State or Federal unemployment insurance or disability insurance contributions on behalf of **Contractor** and/or its employees. Each and every person providing services to the **District** under this Contract shall, at all times, remain an employee or independent contractor of **Contractor**, unless otherwise employed by the **District** prior to the execution of this contract. **Contractor's** employees shall not, at any time, or in any way, be entitled to sick leave, vacations, retirement, or other fringe benefits from the **District**, nor shall they be entitled to overtime pay from the **District**. **Contractor** and/or its employees shall not be included in the classified or faculty service, have no property rights to any position, and have none of the rights an employee of the **District** may otherwise have in the event of termination of this Contract. Thus the **District** shall not exercise control over the methods by which **Contractor** performs services covered by the Contract. The interests and responsibilities of the **District** are to ensure the end result that such services are performed in accordance with the standards set forth in this Contract.

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

22) Approve the training plan developed in response to the training needs defined by **County** to be provided via this Contract.

23) Monitor all training activities to ensure compliance and that backup documentation is being maintained and that payments reflect actual allowable activity.

24) Reimburse **Contractor** for invoiced allowable training services on a fixed unit price or fee for service basis up to the maximum amount of this Contract, in accordance with the agreed upon training plan and calendar after **Contractor's** invoice and its attachments have been reviewed and verified by **District** staff for accuracy and completeness.

25) Conditions Prerequisite to Payments. Notwithstanding any other provision of this Contract, **District** may elect not to make a particular payment on the Contract if:

25.1) Misrepresentation. **Contractor** shall have made a material misrepresentation with respect to the information furnished under this Contract to **District**.

25.2) Litigation. A judgment against **Contractor** remains unsatisfied; or a restraining order, injunctive order or judicial decree remains in effect which requires action or conduct on the part of **Contractor**, which materially reduces **Contractor's** ability to perform under this Contract.

25.3) Default. **Contractor** is in default under any provisions of this Contract and has not cured or taken reasonably prompt steps to commence the curing of such default.

25.4) Fiscal Reporting. **Contractor** shall not have submitted the required statements and reports, whether of a fiscal or a non-fiscal nature, as specified in this Contract.

25.5) Availability of funds. The **District's** obligation under this Contract is subject to the availability of authorized funds. The **District** may terminate the Contract, or any part of the contract work, without prejudice to any right or remedy of the **District**, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Contract, or any subsequent amendment, the **District** may, upon written notice to the **Contractor**, terminate this Contract in whole or in part.

25.5.1) This Contract is void and unenforceable if all or part of federal, State of California, or **County** funds applicable to this Contract are not available to **District**. If applicable funding is reduced, **District** may either:

25.5.1.1) Cancel this Contract; or,

25.5.1.2) Offer a contract amendment reflecting the reduced funding.

26) Cancellations – Both **District** and **County** retain the right to cancel any class that is offered under this Contract no later than seven (7) days before the first meeting of the class. Additionally, if there are fewer than six (6) registrants for a scheduled class, the class may be cancelled for lack of participation.

27) **District** will not claim State apportionment for any participants trained under this Contract.

28) Either party may terminate this Contract with thirty (30) days written notice between those parties who sign this Contract. In the event of termination, **Contractor** agrees to reimburse **District** for costs incurred. Any training block in progress at the time of such notice or effective date of termination shall be allowed to finish.

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SIGNATURES

Subcontractor

Date

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

Date