

SAMPLE
CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT
AND

CONTRACT FOR SERVICES
ALAMEDA COUNTY

This Contract for Services is made and entered into this _____ day of September 2020, by and between Chabot-Las Positas Community College District hereinafter referred to as ***District***, and A Better Way, Inc., hereinafter referred to as ***Contractor***.

WHEREAS, the ***Contractor*** desires to provide and receive contract education and training for Alameda County (hereinafter referred to as ***County***) providers and caregivers serving dependent children/youth and their families beginning on July 1, 2020 and ending on June 26, 2021;

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 goal of this Contract is to expand the knowledge and skills of providers and caregivers serving dependent children, youth and their families across Alameda County. To that end, ***Contractor*** shall ensure at least 60% of the Contract is utilized for learning activities that are open to providers and caregivers outside ***Contractor*** agency.
 - 2.2) 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) Ensure all new staff coordinating and administering this contract are trained by **District** within 4 weeks of hire.

3.3) **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: \$650,000

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) Most training will be delivered on a fixed unit price basis, at the rate of \$200.00 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.

4.2.2) Annual curriculum development hours/units can equal up to 40% of the total hours/units allocated on a fixed unit price basis.

4.2.3) Classes must have a minimum of six participants, based on a minimum ratio of one instructor for every six participants, to qualify for payment. Requests for waivers of this 6:1 rule may be made. It is the **District** Child Welfare Training Directors' sole discretion as to whether the 6:1 student to instructor rule will be waived.

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) Up to 8% of total contract may be utilized on a fee for service basis.

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

5) Submit monthly invoices, utilizing a Microsoft Excel spreadsheet (template provided by **District**) shall include the following:

5.1) List all trainings with eligible title, time, location, whether the training was available to participants outside.

5.2) A breakdown of the expenses being billed for the month.

- 5.3) Number of participants by type.
- 5.4) A list of training participants' agency names for the month.
- 5.5) Contract monitoring measures, including: cumulative percent of fee for service funds utilized, percent of curriculum development hours utilized, cumulative percent of total trainings open to participants outside and remaining balance on Contract.
- 6) Submit monthly back-up documentation, corresponding and consistent with excel invoice, for all training activities (fixed unit and fee for service) including:
- 6.1) 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.
- 6.2) 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).
- 6.3) 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.
- 6.3.1) The types of participants include service provider staff, resource family/ caregivers, county staff and other participants.
- 6.3.2) Sign in sheets for classes that are open to Alameda County workers must include space for workers to include their employee ID number.
- 6.3.3) Fee for service activities conducted outside of 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.
- 6.4) A summary of evaluation data including three measures: effectiveness of trainer, materials, and content
- 6.4.1) At least 6 evaluations per trainer, and up to 20 randomly selected evaluations must be included in the evaluation summary and individual hard copies
- 6.4.2) When an electronic survey tool (for example Survey Monkey) is utilized, provide a printout of responses by individual participant as well as summary of data collected. An evaluation summary generated by the electronic survey tool can be used instead of the *District* evaluation summary template and must include responses to the measures listed in section 5.3.5.
- 6.4.3) If fewer than 75% of the class rates the quality of the course as 3.0 or better, on a scale of 1.0-5.0, the instructor and curriculum shall be reviewed and steps taken to assure success in subsequent trainings. Additional training shall be provided to participants to ensure that they receive a quality, engaging educational experience.

- 6.4.4) Non-classroom-based learning activities are exempt from the evaluation requirement.
- 6.4.5) Written approval for participant exemptions and fee for service trainings exceeding \$5,000 must be submitted with corresponding back-up documentation.
- 6.4.6) Fee for service learning activities must include a summary of expenses and corresponding receipts.

7) Monthly invoice submittal

- 7.1) Invoices for the months of July through April are to be submitted to the *District* on a monthly basis and are due **by the tenth of the month**.
 - 7.1.1) For example, January 2021's invoice, for services provided July 1, 2020 through January 31st, 2021 will be due **February 10th, 2021**.
- 7.2) May 2021's invoice is due by **June 10, 2021**.
- 7.3) June 2021's invoice, (including all training services that have not been previously invoiced) through June 26th, 2021, is due no later than **June 30, 2021**.
- 7.4) Expenses incurred between June 27, 2021 and June 30, 2021 **will not be reimbursed**.
- 7.5) **By the due dates outlined, Contractor** shall ensure *District* receives, by mail or delivery, original 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
- 7.6) **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, to cwinvoices@clpccd.org.
- 7.7) 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 June 30th, 2021 invoice will not be accepted if they are submitted late, are incorrect or have missing documentation.

8) Quality Assurance for Invoices

- 8.1) The *District* will not accept invoices that are not correct mathematically or do not have correct back up documentation.
- 8.2) **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.
- 8.3) Only one invoice submission will be allowed each month.

8.4) **Errors or incomplete items on invoices will result in the line item being withdrawn from that month's invoice.**

8.5) Contractor may resubmit the item with correction or documentation in subsequent invoices, up to the invoice due by June 30th, 2021.

8.6) Any errors or omissions on the June 30th, 2021 invoice will be eliminated without the ability to resubmit.

9) 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.

10) Complete a year-end report will be due on **August 1, 2021**. Year-end reporting requirements including the following:

10.1) Overview of program

10.2) Training topics delivered and percentage of classes open to other agencies.

10.3) Total number of training hours delivered

10.4) Breakdown of types of participants

10.5) List of participating agencies

10.6) Total reimbursed by month

10.7) Review of challenges and how to avoid them in the future as well as successes and how to sustain them

11) Participate in all audit preparation and implementation by *District*, *County* or other oversight entity.

12) All expenses are to be the sole responsibility of *Contractor*. Payment is on a fixed unit price and fee for service reimbursement basis for qualifying expenses with proper documentation, only.

13) 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 Sections 6 & 7 of this contract.

14) *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*.

- 15) **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**.
- 16) **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.
- 17) **Contractor** agrees to invoice only for expenses not already reimbursed by **County**, by other entities, or through other income-generating activities.
- 18) **Contractor** is responsible for all costs disallowed by the **District** pursuant to Section 26 of this Contract.
- 19) **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**.
- 20) **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.
- 21) **Insurance.**
- 21.1) **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:

- 21.1.1) 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.
 - 21.1.2) 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.
 - 21.1.3) 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.
 - 21.1.4) 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.
 - 21.1.5) 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.
 - 21.1.6) 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**.
- 21.2) 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.
- 21.3) **District** is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
- 21.4) 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).
- 21.5) Policies shall not be canceled, non-renewed or reduced in scope of coverage until after thirty days (30) written notice has been given to **District's** Business Services.
- 21.6) **Contractor** agrees to provide **District** with the following insurance documents on or before the effective date of this Contract:
- 21.6.1) Certificates of insurance for all required coverage;

- 21.6.2) Additional Insured endorsements naming the **District** as additional insured;
- 21.6.3) Thirty (30) Days' Notice Cancellation Clause endorsements.

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

22) **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:

- 23) Approve the training plan developed in response to the training needs defined by **County** to be provided via this Contract.
- 24) Monitor all training activities to ensure compliance and that backup documentation is being maintained and that payments reflect actual allowable activity.
- 25) 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.
- 26) Conditions Prerequisite to Payments. Notwithstanding any other provision of this Contract, **District** may elect not to make a particular payment on the Contract if:
 - 26.1) Misrepresentation. **Contractor** shall have made a material misrepresentation with respect to the information furnished under this Contract to **District**.

- 26.2) 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.
- 26.3) 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.
- 26.4) 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.
- 26.5) 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.
- 26.5.1) 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:
- 26.5.1.1) Cancel this Contract; or,
- 26.5.1.2) Offer a contract amendment reflecting the reduced funding.
- 27) 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.
- 28) **District** will not claim State apportionment for any participants trained under this Contract.
- 29) Either party may terminate this Contract with thirty (30) days written notice between those parties who sign this Contract. In the event of termination, **District** agrees to reimburse **Contractor** for costs incurred. Any training block in progress at the time of such notice or effective date of termination shall be allowed to finish.

SIGNATURES

Shahnaz Mazandarani
President and CEO
A Better Way

Date

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

Date