

**AGREEMENT BETWEEN  
THE COUNTY OF TEHAMA AND  
CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT**

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This agreement is entered into between the County of Tehama, through its Department of Social Services, (“County”) and Chabot-Las Positas Community College District (“Contractor”) for the purpose of planning and providing training that supports the Title IV-E Foster Care program.

**1. RESPONSIBILITIES OF CONTRACTOR**

During the term of this agreement, Contractor shall provide services in accordance with the Scope of Work, Exhibit C, and Exhibit E attached hereto and made a part of this agreement.

**2. RESPONSIBILITIES OF THE COUNTY**

County shall compensate Contractor for said services pursuant to Section 3 and 4 of this agreement.

**3. COMPENSATION**

For work satisfactorily performed in accordance with the terms of this Agreement, as reasonably determined by County, Contractor shall invoice County at the actual cost incurred in accordance with the Payment Terms attached hereto and incorporated herein as Exhibit D. The Maximum Compensation payable to Contractor under Agreement shall not exceed \$400,000, with the contractor contributing the required matching funds based on corresponding quarterly federal rates as discussed in Exhibit D. Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Contractor shall have no claim against County for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Contractor shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and Contractor agrees that County has no obligation, whatsoever, to compensate or reimburse Contractor for any expenses, direct or indirect costs, expenditures, or charges of any nature by Contractor that exceed the Maximum Compensation amount set forth above. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. This provision shall survive the expiration or other termination of this Agreement.

#### **4. BILLING AND PAYMENT**

On or before the last day of each month, Contractor shall submit to County an itemized invoice for all services rendered during the preceding calendar month. County shall make payment of all undisputed amounts within 30 days of receipt of Contractor's invoice. County shall be obligated to pay only for services properly invoiced in accordance with this section.

#### **5. TIMELY SUBMISSION**

Notwithstanding section #4, Contractor shall submit a final undisputed invoice for payment no more than thirty (30) calendar days following the expiration or termination date of this Agreement. Said invoice should be clearly marked "Final Invoice", thus indicating that all payment obligations of the County under this Agreement have ceased and that no further payments are due or outstanding. County will not honor any delinquent invoice. Contractor will be deemed to have forfeited its right to payment and shall have no claim against County for payment, of any kind whatsoever, for any delinquent invoice.

#### **6. TERM OF AGREEMENT**

This agreement shall commence on October 1, 2025, and shall terminate September 30, 2026, unless terminated in accordance with section 7 below.

#### **7. TERMINATION OF AGREEMENT**

If Contractor fails to perform his/her duties to the satisfaction of the County, or if Contractor fails to fulfill in a timely and professional manner his/her obligations under this agreement, or if Contractor violates any of the terms or provisions of this agreement, then the County shall have the right to terminate this agreement effective immediately upon the County giving written notice thereof to the Contractor. Either party may terminate this agreement on 30 days' written notice. County shall pay contractor for all work satisfactorily completed as of the date of notice. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased, or should the Tehama County Board of Supervisors fail to appropriate sufficient funds for this agreement in any fiscal year.

The County's right to terminate this agreement may be exercised by the Director, the Chairperson of the Tehama County Board of Supervisors or the Purchasing Agent, as indicated on the signatory page.

**8. ENTIRE AGREEMENT; MODIFICATION**

This agreement for the services specified herein supersedes all previous agreements for these services and constitutes the entire understanding between the parties hereto. Contractor shall be entitled to no other benefits other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this agreement, Contractor relies solely upon the provisions contained in this agreement and no other oral or written representation.

**9. NONASSIGNMENT OF AGREEMENT**

Inasmuch as this agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate or sublet any interest herein without the prior written consent of the County.

**10. EMPLOYMENT STATUS**

Contractor shall, during the entire term of this agreement, be construed to be an independent contractor and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this agreement; provided always, however, that the services to be provided by Contractor shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of the County is to insure that the services shall be rendered and performed in a competent, efficient and satisfactory manner. Contractor shall be fully responsible for payment of all taxes due to the State of California or the Federal government, which would be withheld from compensation of Contractor, if Contractor were a County employee. County shall not be liable for deductions for any amount for any purpose from Contractor's compensation. Contractor shall not be eligible for coverage under County's Workers Compensation Insurance Plan nor shall Contractor be eligible for any other County benefit.

## 11. INDEMNIFICATION

“Contractor and County agree to indemnify, defend (upon request) and hold harmless each other and each other’s agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorney’s fees of Counsel and counsel retained by either entity, expert fees, costs and staff time, and investigation costs) of whatever kind or nature (collectively “Claims”), that arise out of or are in any way connected with any negligent error, act or omission of either entity or entity’s officers, agents, employees, independent contractors, subcontractors, or authorized representatives, unless resulting from the sole negligence, active negligence, or willful misconduct of an indemnified party.

Without limiting the generality of the foregoing, the same shall include injury or death to any person or persons; damage to any property, regardless of where located, including the property of County or Contractor; and any workers’ compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of Contractor or County by any person or entity.

Contractor shall also defend and indemnify County against any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency against the County with respect to Contractor’s “independent contractor” status that would establish a liability for failure to make social security or income tax withholding payments, or any other legally mandated payment.”

## 12. INSURANCE

Contractor shall procure and maintain insurance pursuant to Exhibit A, “Insurance Requirements For Contractor,” attached hereto and incorporated by reference.

## 13. PREVAILING WAGE

Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the

performance of other requirements on certain “public works” and “maintenance” projects. If the Services hereunder are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with and to require its subcontractors to fully comply with such Prevailing Wage Laws, to the extent that such laws apply. If applicable, County will maintain the general prevailing rate of per diem wages and other information set forth in Labor Code section 1773 at its principal office, and will make this information available to any interested party upon request. Contractor shall defend, indemnify and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure of the Contractor or its subcontractors to comply with the Prevailing Wage Laws. Without limiting the generality of the foregoing, Contractor specifically acknowledges that County has not affirmatively represented to contractor in writing, in the call for bids, or otherwise, that the work to be covered by the bid or contract was not a “public work.” To the fullest extent permitted by law, Contractor hereby specifically waives and agrees not to assert, in any manner, any past, present, or future claim for indemnification under Labor Code section 1781.

Contractor acknowledges the requirements of Labor Code sections 1725.5 and 1771.1 which provide that no contractor or subcontractor may be listed on a bid proposal or be awarded a contract for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5, with exceptions from this requirement specified under Labor Code sections 1725.5(f), 1771.1(a) and 1771.1(n).

If the services are being performed as part of the applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, Contractor acknowledges that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

#### 14. **NON-DISCRIMINATION**

Contractor shall not employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

**15. GREEN PROCUREMENT POLICY**

Through Tehama County Resolution No. 2021-140, the County adopted the Recovered Organic Waste Product Procurement Policy (available upon request) to (1) protect and conserve natural resources, water and energy; (2) minimize the jurisdiction's contribution to pollution and solid waste disposal; (3) comply with state requirements as contained in 14 CCR Division 7, Chapter 12, Article 12 (SB 1383); (4) support recycling and waste reduction; and (5) promote the purchase of products made with recycled materials, in compliance with the California Integrated Waste Management Act of 1989 (AB 939) and SB1382 when product fitness and quality are equal and they are available at the same or lesser cost of non-recycled products. Contractor shall adhere to this policy as required therein and is otherwise encouraged to conform to this policy.

**16. COMPLIANCE WITH LAWS AND REGULATIONS**

All services to be performed by Contractor under to this Agreement shall be performed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Any change in status, licensure, or ability to perform activities, as set forth herein, must be reported to the County immediately.

**17. LAW AND VENUE**

This agreement shall be deemed to be made in, and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of laws provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Tehama County, California.

**18. AUTHORITY**

Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purposing to act.

19. **NOTICES**

Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first class mail to the following addresses:

<b>NOTICES TO COUNTY:</b>	<b>NOTICES TO CONTRACTOR:</b>
Bekkie Emery, Social Services Director Tehama County Department of Social Services P. O. Box 1515 Red Bluff, CA 96080 Fax: 530-527-5410	Julia Dozier, Distr. Executive Director, Economic Dev. and Contract Education Chabot-Las Positas Comm. College District 5860 Owens Drive, Third Floor Pleasanton, CA 94588
<b>ANALYST RESPONSIBLE TO RECEIVE REPORTS:</b>	<b>PERSON RESPONSIBLE FOR REPORTING:</b>
Staff Services Analyst Tehama County Department of Social Services P.O. Box 1515 Red Bluff, CA 96080 OR emailed to <a href="mailto:ProgramAnalyst@tcdss.org">ProgramAnalyst@tcdss.org</a> OR delivered in person to 310 S. Main Street. Fax: 530-527-5410	Julia Dozier, Distr. Executive Director, Economic Dev. and Contract Education Chabot-Las Positas Comm. College District 5860 Owens Drive, Third Floor Pleasanton, CA 94588 <a href="mailto:jdozier@clpccd.org">jdozier@clpccd.org</a> Phone: 925-416-5139
<b>INVOICES SUBMITTED TO COUNTY:</b>	<b>PERSON RESPONSIBLE FOR INVOICING:</b>
Tehama County Department of Social Services P.O. Box 1515 Red Bluff, CA 96080 OR emailed to <a href="mailto:ProgramAnalyst@tcdss.org">ProgramAnalyst@tcdss.org</a> OR delivered in person to: 310 S. Main Street., Red Bluff, CA 96080 Fax: 530-527-5410	Julia Dozier, Distr. Executive Director, Economic Dev. and Contract Education Chabot-Las Positas Comm. College District 5860 Owens Drive, Third Floor Pleasanton, CA 94588 <a href="mailto:jdozier@clpccd.org">jdozier@clpccd.org</a> Phone: 925-416-5139

Notice shall be deemed to be effective two days after mailing.

20. **NON-EXCLUSIVE AGREEMENT:**

Contractor understands that this is not an exclusive agreement, and that County shall have the right to negotiate with and enter into agreements with others providing the same or similar services to those provided by Contractor, or to perform such services with County's own forces, as County desires.

21. **STANDARDS OF THE PROFESSION**

Contractor agrees to perform its duties and responsibilities pursuant to the terms and conditions of this agreement in accordance with the standards of the profession for which Contractor has been properly licensed to practice.

22. **LICENSING OR ACCREDITATION**

Where applicable the Contractor shall maintain the appropriate license or accreditation through the life of this contract.

23. **RESOLUTION OF AMBIGUITIES**

If an ambiguity exists in this Agreement, or in a specific provision hereof, neither the Agreement nor the provision shall be construed against the party who drafted the Agreement or provision.

24. **NO THIRD PARTY BENEFICIARIES**

Neither party intends that any person shall have a cause of action against either of them as a third party beneficiary under this Agreement. The parties expressly acknowledge that is not their intent to create any rights or obligations in any third person or entity under this Agreement. The parties agree that this Agreement does not create, by implication or otherwise, any specific, direct or indirect obligation, duty, promise, benefit and/or special right to any person, other than the parties hereto, their successors and permitted assigns, and legal or equitable rights, remedy, or claim under or in respect to this Agreement or provisions herein.

25. **HAZARDOUS MATERIALS**

Contractor shall provide to County all Safety Data Sheets covering all Hazardous Materials to be furnished, used, applied, or stored by Contractor, or any of its Subcontractors, in connection with the services on County property. Contractor shall provide County with copies of any such Safety Data Sheets prior to entry to County property or with a document certifying that no Hazardous Materials will be brought onto County property by Contractor, or any of its Subcontractors, during the performance of the services. County shall provide Safety Data Sheets for any Hazardous Materials that Contractor may be exposed to while on County property.

26. **HARASSMENT**

Contractor agrees to make itself aware of and comply with the County's Harassment Policy, TCPR §8102: Harassment, which is available upon request. The County will not tolerate or condone harassment, discrimination, retaliation, or any other abusive behavior. Violations of this policy may cause termination of this agreement.

27. **COUNTERPARTS, ELECTRONIC SIGNATURES – BINDING**

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ((“CUETA”) Cal. Civil Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of “electronic signature” as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

28. **EXHIBITS**

Contractor shall comply with all provisions of Exhibits A through E, attached hereto, and incorporated by reference. In the event of a conflict between the provisions of the main body of this Agreement and any attached Exhibit(s), the main body of the Agreement shall take precedence.

**29. OWNERSHIP OF DOCUMENTS**

All documents, notes, reports, electronic storage media, plans, or any other materials produced by Contractor, with the exception of materials that are made confidential by applicable state and federal law, during the term of this agreement for any purpose related to the agreement shall become the property of the County. Contractor shall deliver, upon full payment by the County for services rendered hereunder, all such materials to County.

**30. DOCUMENTS AND RETENTION**

1. Contractor and County agree to retain all documents relevant to this agreement for five years from the termination of the agreement or until all audits, Federal and/or State, are complete, whichever is later. Upon request, Contractor shall make available these records to the County, State, or Federal government representatives.
2. "Contractor shall provide County all finished and unfinished reports, data, studies, photographs, charts and other documents prepared by Contractor pursuant to this agreement, should this agreement be terminated."
3. Contractor shall develop and maintain records concerning the services provided pursuant to this agreement. Contractor shall also provide all information necessary for quarterly reports or other reports required by County, State or the Federal government. Contractor shall fully cooperate with the County in providing any information needed by any governmental entity concerning this agreement.

**31. SEXUAL HARASSMENT**

Contractor shall not employ sexual harassment or discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. Contractor shall provide services in accordance with Exhibit B, Nondiscrimination Clause, attached hereto, and the Tehama County Sexual Harassment Policy, available upon request; both made part of this agreement.

### **32. CONFLICT OF INTEREST**

Contractor and Contractor's employees shall have no interest and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this agreement.

### **33. CONFIDENTIALITY**

The intent of this agreement is for the Contractor to provide training services to staff and partners. However, should specific information regarding the County's clients become known to Contractor, the following confidentiality rules shall apply:

- a. Contractor shall require all employees, volunteers, agents, and officers to comply with the provisions of Section 10850 of the Welfare and Institutions Code and Manual of Policies and Procedures (MPP) Division 19, which provide that:
  - 1.) All applications and records concerning any individual made or kept by Contractor shall be confidential and shall not be open to examination for any purpose not directly connected to the administration of this program.
  - 2.) No person shall publish, disclose, use, permit or cause to be published or disclosed any list of persons receiving public social services, except as provided by law.
  - 3.) No person shall publish, disclose, use, permit or cause to be published, disclosed or used any confidential information pertaining to an applicant or recipient, except as provided by law.
- b. Contractor shall ensure all employees, volunteers, agents, and officers comply with the above provisions, and shall inform all employees, agents, and officers that any person knowingly and intentionally violating such provisions is guilty of a misdemeanor.
- c. During the term of this agreement, both parties may have access to information that is confidential or proprietary in nature. Both parties agree to preserve the confidentiality of and to not disclose any such information to any third party without the express written consent of the other party or as required by law. This provision shall survive the termination, expiration, or cancellation of the agreement.

d. Notwithstanding any other provision of this Agreement, the Contractor agrees to protect the confidentiality of any and all patient, client, or resident medical information, which may be viewed in the process of doing his/her/its contracted services. The Contractor understands that he/she/it is subject to all of the confidentiality requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA); Title 42, Section 2.1 through 2.67-1, Code of Federal Regulations; and Confidentiality of Medical Information Act [Part 2.6 (commencing with Section 56)] of Division 1 of the Civil Code. Violation of the confidentiality of patient, client, or resident medical information may result in federally imposed fines and penalties and the cancellation of this agreement.

**34. AVAILABILITY OF FUNDS**

All funding under this agreement is subject to the availability of Federal, State, and County funds. If at any time during the period covered by this agreement the funding from any source is discontinued or decreased, this agreement shall no longer be binding upon the County or the Contractor, effective with the date funding is discontinued or decreased.

In the event of an audit exception or exceptions, the party responsible for not meeting the program requirement or requirements shall be responsible for the deficiency.

**35. MONITORING, VIOLATIONS, BREACHES OF AGREEMENT**

The County may monitor the Contractor's performance to assure compliance with the terms, conditions, and specifications of this agreement.

Contractor shall develop and make known to recipients the procedure for presenting grievances or complaints regarding services and shall be able to present the procedure to County at any time. This shall include informing recipients of their right to a State hearing.

The County may take appropriate remedies, such as fiscal penalties or withhold payment in instances whereas the Contractor or any person employed by Contractor, in any capacity during the progress of the work, whether by negligence or otherwise breach or violate any provision of this agreement.

**36. MISCELLANEOUS PROVISIONS**

Contractor will recognize the mandatory standards and policies relating to energy efficiency in the state energy conservation plan. {Title 24, California Administrative Code}.

If the amount of this agreement is in excess of \$10,000.00, Contractor is required to comply with Executive Order 11246, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR Part 60).

If the amount of this agreement is in excess of \$100,000.00, Contractor is required to comply with Section 306 of the Clean Air Act (42 USC 1857 (h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).

### **37. DUPLICATION OF SERVICES AND REFERRALS**

Contractor, Contractors’ employees and partners, and any Sub-Contractors agree to refer clients to other existing services as appropriate. New and Existing services shall be coordinated to prevent duplication of services.

Contractor certifies, by signing this agreement, that the services being provided would not otherwise be available to registrants free of charge in the absence of County funding.

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IN WITNESS WHEREOF, County and Contractor have executed this agreement on the day and year set forth below.

**TEHAMA COUNTY  
DEPARTMENT OF SOCIAL SERVICES**

Date: 10/30/25



Bekkie F. Emery *bwe*  
Bekkie F. Emery, Social Services Director

**CHABOT-LAS POSITAS COMMUNITY COLLEGE  
DISTRICT**

Date: 10/28/2025

Jonah Nicholas  
Jonah Nicholas (Oct 28, 2025 08:03:02 PDT)

Jonah R. Nicholas, Vice Chancellor of Business Services

V000638  
Vendor Number

5013-532300  
Budget Account Number

93.658  
Federal Funding CFDA #

Exhibit A

**INSURANCE REQUIREMENTS FOR CONTRACTOR**

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work described herein and the results of that work by Contractor, his/her agents, representatives, employees or subcontractors. At a minimum, Contractor shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

Commercial General Liability (including operations, products and completed operations) \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit, or the general aggregate limit shall apply separately to this project/location.

Automobile Liability

Automobile liability insurance is required with minimum limits of \$1,000,000 per accident for bodily injury and property damage, including owned and non-owned and hired automobile coverage, as applicable to the scope of services defined under this agreement.

Workers' Compensation

If Contractor has employees, he/she shall obtain and maintain continuously Workers' Compensation insurance to cover Contractor and Contractor's employees and volunteers, as required by the State of California, as well as Employer's Liability insurance in the minimum amount of \$1,000,000 per accident for bodily injury or disease.

Professional Liability (Contractor/Professional services standard agreement only)

If Contractor is a state-licensed architect, engineer, contractor, counselor, attorney, accountant, medical provider, and/or other professional licensed by the State of California to practice a profession, Contractor shall provide and maintain in full force and effect while providing services pursuant to this contract a professional liability policy (also known as Errors and Omissions or Malpractice liability insurance) with single limits of liability not less than \$1,000,000 per claim and \$2,000,000 aggregate on a claims made basis. However, if

coverage is written on a claims made basis, the policy shall be endorsed to provide coverage for at least three years from termination of agreement.

If Contractor maintains higher limits than the minimums shown above, County shall be entitled to coverage for the higher limits maintained by Contractor.

All such insurance coverage, except professional liability insurance, shall be provided on an “occurrence” basis, rather than a “claims made” basis.

#### Endorsements: Additional Insureds

The Commercial General Liability and Automobile Liability policies shall include, or be endorsed to include “Tehama County, its elected officials, officers, employees and volunteers” as an additional insured.

The certificate holder shall be “County of Tehama.”

#### Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions of \$25,000 or more must be declared to, and approved by, the County. The deductible and/or self-insured retentions will not limit or apply to Contractor’s liability to County and will be the sole responsibility of Contractor.

#### Primary Insurance Coverage

For any claims related to this project, Contractor’s insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of Contractor’s insurance and shall not contribute with it.

#### Coverage Cancellation

Each insurance policy required herein shall be endorsed to state that “coverage shall not be reduced or canceled without 30 days’ prior written notice certain to the County.”

#### Acceptability of Insurers

Contractor's insurance shall be placed with an insurance carrier holding a current A.M. Best & Company's rating of not less than A:VII unless otherwise acceptable to the County. The County reserves the right to require rating verification. Contractor shall ensure that the insurance carrier shall be authorized to transact business in the State of California.

#### Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance that meets all the requirements stated herein.

#### Material Breach

If for any reason, Contractor fails to maintain insurance coverage or to provide evidence of renewal, the same shall be deemed a material breach of contract. County, in its sole option, may terminate the contract and obtain damages from Contractor resulting from breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

#### Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

#### Verification of Coverage

Contractor shall furnish County with original certificates and endorsements effecting coverage required herein. All certificates and endorsements shall be received and approved by the County prior to County signing the agreement and before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

## EXHIBIT B

### NONDISCRIMINATION CLAUSE

The Contractor agrees to comply with Title VI of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975; as amended; the Food Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code Section 11135-11139.5, as amended; California Government Code Section 12940 (c), (h) (1), (I), and (j); California Government Code, Section 4450; Title 22, California Code of Regulations Section 98000-98413; the Dymally-Alatorre Bilingual Services Act; Section 1808 Removal of Barriers to Inter Ethnic Adoption Act of 1996 and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91; 7 CFR Part 15; and 28 CFR Part 35], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of age, sex, color disability, national origin, race, marital status, religion or political affiliation be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement. THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited. By ACCEPTING THE ASSURANCE, the Contractor agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of the aforementioned laws, rules, and regulations, and permit authorized CDSS and /or federal government personnel, during normal working hours, to review such records, books, and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code

Section 10605, or Government Code Section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance. This ASSURANCE is binding on the Contractor directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

**EXHIBIT C**  
**SCOPE OF WORK**  
**Title IV-E Foster Care Training Services**

**PURPOSE**

The purpose of this agreement is for CONTRACTOR to plan, coordinate and provide resources and training for COUNTY and partners. Trainings will be Title IV-E Foster Care federal funding.

Training topics will support the Title IV-E Foster Care program, which helps to provide safe and stable out-of-home care for children under the jurisdiction of the child welfare agency until the children are returned home safely, placed with adoptive families, or placed in other planned arrangements for permanency.

**POPULATION TO BE SERVED**

Attendees of the training provided under this agreement are intended to be COUNTY Social Services' public agency staff, foster parents and eligible professional partner agency staff as well as any participants deemed eligible according to California All County Letter NO. 09-80 dated December 28, 2009.

COUNTY is acting as lead agency in this partnership with professional partner agencies working with foster and adoptive children and families. Partner agencies, referred to as subcontractors, will participate in the training services provided under this agreement. Partner agencies are:

- Tehama County Probation Department
- Empower Tehama
- First 5 Tehama
- Children First Foster Family Agency
- Victor Community Support Services

Services provided to the child, the child's family or foster family that provide counseling or treatment to ameliorate or remedy personal problems, behaviors or home conditions are not allowable costs.

**CONTRACTOR AGREES TO:**

- 1) Collaborate with COUNTY and subcontractors, as listed above, to identify training needs and topics.

- 2) Provide training and resources to support the effective administration of Title IV-E training funds:
  - a) Trainings and resources must meet requirements of Title IV-E Foster Care.
  - a) Trainings and technical assistance will be offered to residential homes, COUNTY staff, foster family agency staff, resource families, and others who work to support out-of-home placed children.
  - b) Trainings shall range from a foundational knowledge of direct care to sophisticated skills for supporting children and families in crisis including trauma informed practices and strategies.
  - c) Costs may include curriculum development and/or purchase, instructor fees, venue fees, supplies and materials, conference and travel expenditures, and other expenses related to trainings. Additionally, the cost of personnel needed for coordination of these trainings also qualifies.
  - d) Training venues will vary depending on need. The trainings shall be offered in person via conference, lecture, group discussions, and interactive activities, as well as through distance or virtual education programs.
  - e) CONTRACTOR shall recommend instructors based on ability to fulfill instruction requirements in specific topics, including subject matter expertise and training experience.
- 2) Work with COUNTY and subcontractors as appropriate to create and maintain a schedule of trainings. Plan and make all arrangements for the training, provider(s) and location on behalf of COUNTY and subcontractors.
- 3) Both CONTRACTOR and COUNTY retain the right to cancel any class that is offered under this Agreement no later than seven (7) days before the first meeting of the class. Additionally, if there are fewer than three (3) registrants for a scheduled class, the class maybe cancelled for lack of participation.
- 4) Arrange for attendee evaluation of the training. Following all trainings, participants will be asked to fill out a course evaluation form to assist the program coordinators with assessing the effectiveness of the instructor, training content, and overall training experience.
  - a) Changes will be made if a minimum of seventy-five percent (75%) of the class does not indicate an average score of 3.0 ("good") or better on a five-point scale, with 5.0 being "excellent".

- b) If fewer than seventy-five percent (75%) of the class rates 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.
- 5) CONTRACTOR is responsible to pay for all costs, and submit monthly invoices to COUNTY.
- 6) CONTRACTOR is responsible to pay the non-federal match costs, as explained in Payment Terms, Exhibit D.
- 7) Submit to COUNTY an annual report by September 30, 2026, reflecting the contract year's activities, including:
  - a) COUNTY and community-based agencies that received training services under this Agreement.
  - b) Training topics and resources delivered.
  - c) Total number of attendees broken out by population, such as COUNTY Social Services' public agency staff, foster parents and eligible professional partner agency staff as well as any participants deemed eligible according to California All County Letter NO. 09-80 dated December 28, 2009.
  - d) Input and recommendations on how to build upon successes and improve the program.

## **EXHIBIT D**

### **PAYMENT TERMS**

The maximum in allowable compensation under this agreement shall not exceed \$400,000. The County will reimburse the CONTRACTOR under the following terms:

- 1) The Maximum Compensation payable to CONTRACTOR shall not exceed \$400,000.
- 2) Match Amount (provided by the CONTRACTOR)
  - a) Based on the COUNTY's current Non-Federal Discount Rate, the match amount to be provided by the CONTRACTOR will be approximately 50% of the total costs incurred as a match. The actual match amount will be dependent on the reimbursement received, and the Non-Federal Discount Rate at the time of invoicing. CONTRACTOR will verify the current Non-Federal Discount Rate with COUNTY's Staff Services Analyst (Fiscal).

CONTRACTOR will submit monthly invoices to COUNTY. COUNTY will remit payment within 30 days of receiving the invoice. All trainings shall be invoiced on a cost reimbursement basis. Invoices shall include:

- 1) Total expenses for month, itemized per training and indicating the requesting agency (COUNTY or name of subcontractor).
- 2) Year to date total invoiced
- 3) Year to date total match paid by CONTRACTOR is to be provided quarterly based on the corresponding quarter's federal discount rate
- 4) Remaining contract balance
- 5) Backup documentation for each training to include:
  - a) Participant lists broken out by population
  - b) Training outline, summary or agenda

c) Summary of evaluations for each training

It is the obligation of CONTRACTOR to progressively monitor all expenditures and take appropriate corrective preventive measures including the timely notification to COUNTY if stoppage of services becomes the necessary measure to prevent the over-expenditure of contract funds.

CONTRACTOR shall mail or email invoices and backup documentation to:

Tehama County Department of Social Services  
P.O. Box 1515  
Red Bluff, CA 96080

OR emailed to [ProgramAnalyst@tdcss.org](mailto:ProgramAnalyst@tdcss.org)

## EXHIBIT E

### DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

Contractor certifies to the best of its knowledge and belief, that it:

- A) Is not presently debarred, suspended, proposed for disbarment, and declared ineligible or voluntarily excluded from covered transactions by any federal department or agency.
- B) Has not been convicted within the preceding three years of this agreement or had a civil judgement rendered against it for:
  - i. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction;
  - ii. Violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocations of customers between competitors, and bid rigging;
  - iii. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or
  - iv. Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility
- C) Is not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses listed above in paragraph (B) (i-iv) of this agreement.
- D) Has not had one or more public transactions (Federal, State, or local) terminated within the preceding three years of this agreement for cause or default.
- E) Contractor shall report immediately to County in writing, any incidents of alleged fraud and/or abuse by either contractor or subcontractors.
- F) Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by County.
- G) Contractor agrees to timely execute any and all amendments to this agreement or other required documentation relating to the contractor's debarment/suspension status.
- H) Contractor agrees to timely execute any and all amendments to this agreement or other required documentation relating to the contractor's debarment/suspension status.