

**FIRST AMENDMENT
PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT
FOR FISCAL YEARS 2019-2020 THROUGH 2021-2022**

This First Amendment to the Professional Services Agreement dated August 27, 2019, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Chabot-Las Positas Community College District, a political subdivision of the State of California, hereinafter referred to as "CONTRACTOR," is entered into this ____ day of _____, 2020.

WHEREAS, COUNTY, by and through its Department of Health and Human Services – Child Welfare Services, desired to retain a qualified community-based agency to provide training and educational services that are designed to assist child welfare providers, and other eligible populations, in serving Title IV-E eligible children in foster and adoptive care in Humboldt County; and

WHEREAS, on August 27, 2019, COUNTY and CONTRACTOR entered into a Professional Services Agreement regarding the provision of such training services; and

WHEREAS, the parties now desire to amend certain provisions of the Professional Services Agreement in order to extend the term thereof, increase the maximum amount payable thereunder and adjust the rates of compensation set forth therein.

NOW THEREFORE, the parties mutually agree as follows:

1. Section 2 – Term of the Professional Services Agreement is hereby amended to read as follows:

2. TERM:

This Agreement shall begin on August 27, 2019 and shall remain in full force and effect until June 30, 2022, unless sooner terminated as set forth herein.

2. Section 4 – Compensation of the Professional Services Agreement is hereby amended to read as follows:

4. COMPENSATION:

A. Maximum Amount Payable. The maximum amount payable by COUNTY for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement shall be the actual federal share of allowable costs up to Nine Million Dollars (\$9,000,000.00). In no event shall the maximum amount paid under this Agreement exceed Three Million Dollars (\$3,000,000.00) per fiscal year for fiscal years 2019-2020 through 2021-2022. CONTRACTOR agrees to perform all services required by this Agreement for an amount not to exceed such maximum dollar amount. However, if local, state or federal funding or allowance rates are reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable hereunder or terminate this Agreement as provided herein.

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- B. Schedule of Rates. The specific rates and costs applicable to this Agreement are set forth in Exhibit B – Schedule of Rates, which is attached hereto and incorporated herein by reference as if set forth in full.
- C. Additional Services. Any additional services not otherwise set forth herein shall not be provided by CONTRACTOR, or compensated by COUNTY, without COUNTY’s prior written authorization. Any and all unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of CONTRACTOR. CONTRACTOR shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which CONTRACTOR estimates that the maximum payable amount will be reached.

3. Section 39 – Counterpart Execution of the Professional Services Agreement is hereby amended to read as follows:

39. COUNTERPART EXECUTION:

This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. This Agreement, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. A signed copy of this Agreement, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement and any amendments hereto.

- 4. The Professional Services Agreement is hereby amended to delete Exhibit A – Scope of Services (“Exhibit A”), and replace it in its entirety with the modified version of Exhibit A that is attached hereto and incorporated herein by reference as if set forth in full. The modified version of Exhibit A attached hereto shall supersede any and all prior versions thereof as of the effective date of this First Amendment.
- 5. The Professional Services Agreement is hereby amended to delete Exhibit B – Schedule of Rates (“Exhibit B”), and replace it in its entirety with the modified version of Exhibit B that is attached hereto and incorporated herein by reference as if set forth in full. The modified version of Exhibit B attached hereto shall supersede any and all prior versions thereof as of the effective date of this First Amendment.
- 6. The Professional Services Agreement is hereby amended to delete Exhibit C – Subcontracting Activities in its entirety.
- 7. Except as modified herein, the Professional Services Agreement dated August 27, 2019 shall remain in full force and effect. In the event of a conflict between the provisions of this First Amendment and the original Professional Services Agreement, the provisions of this First Amendment shall govern.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have entered into this First Amendment as of the first date written above.

CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT:

By:  Date: 6-18-2020

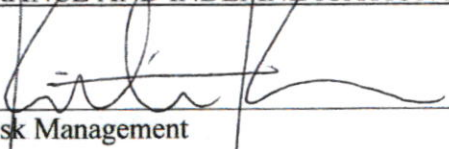
Name: Doug Roberts

Title: Acting Vice Chancellor Business Services

COUNTY OF HUMBOLDT:

By: _____ Date: _____
Estelle Fennell
Chair, Humboldt County Board of Supervisors

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By:  Date: 6/22/2020
Risk Management

LIST OF EXHIBITS:

- Exhibit A – Scope of Services
- Exhibit B – Schedule of Rates

EXHIBIT A
SCOPE OF SERVICES
Chabot-Las Positas Community College District
Fiscal Years 2019-2020 through 2021-2022

CONTRACTOR shall offer trainings that fulfill the requirements for Title IV-E federally funded training programs. CONTRACTOR shall collaborate with subcontracting agencies and COUNTY to coordinate training schedules, locations and subcontracting activities. This Agreement is created in partnership with Humboldt County Department of Health and Human Services – Child Welfare Services and community agencies that work with foster and adoptive care children in Humboldt County. This Agreement and any subsequent amendments shall serve as the primary basis and reference documents for the contracted services described within.

1. SERVICES:

CONTRACTOR, in collaboration with its subcontractor(s), shall design, and/or purchase materials and convene a series of training courses that shall serve as a local training resource for foster care providers and COUNTY staff serving Humboldt County's Title IV-E federally eligible children. These Title IV-E qualifying trainings shall provide new information and refresher courses directly related to working with court dependents and their families, and maintain the exemplary skill level required by child welfare workers, families, healthcare providers, and others who work with foster and adoptive care children. Eligible participants to benefit from these trainings include service providers and caregivers across welfare systems because of state and county level implementation of Katie A., Continuum of Care Reform, and other initiatives uniting systems of care to support dependent children, youth and their families.

2. PLACE OF PERFORMANCE:

CONTRACTOR shall provide the training services set forth herein at various mutually agreed upon locations throughout Humboldt County.

EXHIBIT B
SCHEDULE OF RATES
Chabot-Las Positas Community College District
For Fiscal Years 2019-2020 through 2021-2022

1. RATE OF COMPENSATION:

Month, year of trainings	1 Invoice Costs	2 Reimbursement % Rate	3 Title IV-E Reimbursement Expense	4 CLPCCD provided match
Direct Training Services				
A. Total General Training	Cost for training courses and activities qualified at the “enhanced rate”	County FFR rate multiplied by 75% federal sharing ratio	Total amount of General Training Costs that are reimbursed (A1x A2)	Total amount of General Training Costs that are not reimbursed, counted as match (A1-A3)
B. Organizational Training	Cost for training courses and activities qualified at the “non-enhanced rate”	County FFR rate multiplied by 50% federal sharing ratio	Total amount of training costs that are reimbursed (B1x B2)	Total amount of Organizational Training Costs that are not reimbursed, counted as match (B1-B3)
C. Subtotal Direct Training	Total amount of direct training costs (A1+B1)		Total amount of direct training costs that are reimbursed (A3+B3)	Total amount of direct training costs that are not reimbursed, counted as match (A4 +B4)
Contract Management				
D. Indirect Costs	Indirect Contract Costs	County FFR rate multiplied by 50% federal sharing ratio	Total amount of indirect costs that are reimbursed (D1x D2)	Total amount of Indirect costs that are not reimbursed, count as match (D1-D3)
Total				
E. Total Costs	Total cost of training for this month (to be billed to State) (C1+D1)		Total amount of training costs that are reimbursed (C3+D3)	Total amount of training costs that are not reimbursed, count as match (C4+D4)

2. SAMPLE OF QUALIFYING TRAINING EXPENDITURES:

Classroom Training	Description
A. Resource Family Pre-Service Training	RCS Information Session X 1.5 hours PRIDE Daytime Trainings X 2 hours PRIDE Evening Trainings X 2 hours PRIDE Spanish Trainings X 2 hours Policies and Regulations X 3 hours CSEC X 1 hour
	ISFC Approval Trainings @ 20 hours TFC Approval Trainings @ 40 hours
B. Behavior Health Core Training	Exam Overview X 1.5 hours Motivational Interviewing X 2 Collaborative Problem-Solving X 2 Evidence Based Practice X 2 CANS X 4 Behavior Heath Overview X 4 BPSA Assessment & Client Plans X 1 Audit of Files and Charts X 1.25 CARE X 3
C. Resource Family In-Service Training	Resource Family Trainings X 2 hours
D. New Hire Training (Startup Cost)	Confidentiality and HIPPA X 1 Cultural Competency X 1 Ethics and Boundaries X 1 Mandated Reporter X 1 Safety Training X 1 Employee Manual X 1 Sexual Harassment Prevention X 1 Defensive Driving X 1 COA Introduction X 1 Welcome to Relias X 1
E. Outside Presenters and training	Presley Ridge TFC Curriculum LGBTQ Training PRIDE License CSEC Training Cultural Coaching ICWA Program Consultation
Other Expenses:	Training Materials Promotion of Trainings Mileage Facilities
Total Request Per FY	\$3,000,000.00

3. CONTRACTOR INVOICES:

CONTRACTOR invoices shall have supporting documentation for each training invoiced, including:

- A. Training summary/outline with training topic and training objectives for each course
- B. Participant sign-in sheet for each course, including the training topic, instructor's name(s), date(s) of training, the time class started and ended, location of training, printed name of attendees, signatures of attendees and their agency name and verified with the signature of the instructor
- C. Summary of each class evaluation by participants (number submitted, average "grade" on each evaluation point, overall grade for training, comments as necessary)
- D. CONTRACTOR shall be responsible for maintaining raw data to back-up monthly summary reports, to be made readily available to COUNTY or federal employees as required for auditing purposes.
- E. CONTRACTOR shall submit invoices and supporting documentation via electronic format as agreed upon by the COUNTY and CONTRACTOR.