



# county of Santa Cruz

109

## HUMAN RESOURCES AGENCY

CECILIA ESPINOLA, ADMINISTRATOR

1000 EMELINE ST., SANTA CRUZ, CA 95060

(408) 454-4130 OR 4544045 FAX: (408) 454-4642

July 27, 1998

Agenda: August 11, 1998

BOARD OF SUPERVISORS  
County of Santa Cruz  
701 Ocean Street  
Santa Cruz, California 95060

### CHILD WELFARE SERVICES TRAINING CONTRACT

Dear Members of the Board:

The Human Resources Agency (HRA) annually contracts with the University of California, Davis (UC Davis) to provide Child Welfare Services staff development training under the California Department of Social Services (CDSS) staff development training program. This contracted training in the amount of \$10,800 is financed through a combination of federal Title IVE funds awarded to CDSS and in-kind match from UC Davis. Expenditures for the contract are included in HRA's 1998/99 budget and represent no County cost. HRA is requesting your Board's approval of the attached agreement with UC Davis to provide the training in accordance with HRA's annual training plan.

IT IS THEREFORE RECOMMENDED that your Board authorize the Human Resources Agency Administrator to sign the agreement with the University of California, Davis to provide Child Welfare Services staff development training.

Very truly yours,

CECILIA ESPINOLA  
Administrator

CE/MS(n:\hra\board\ivetrain.wpd)

Attachment

RECOMMENDED:

Susan A. Mauriello  
County Administrator

cc: Auditor-Controller  
County Counsel

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

110

TO: Board of Supervisors  
County Administrative Officer  
County Counsel  
Auditor-Controller

FROM: Human Resources Agency (Dept.)  
*[Signature]* (Signature) 1/27/98 (Date)

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of the same.

- Said agreement is between the Human Resources Agency, County of Santa Cruz (Agency)  
and, The Regents of the University of California, U.C. Davis, Ca 95616-8727 (Name & Address)
- The agreement will provide Title IV-E Child Welfare Service Staff Development Training
- The agreement is needed to provide CWS staff development training in accordance with manual training plan
- Period of the agreement is from July 1, 1998 to June 30, 1999
- Anticipated cost is \$ 8,100 (Fixed amount; Monthly rate; Not to exceed)
- Remarks: Contract amount: \$10,800; W-9 is on file  
Contact: Michelle Shippen, x4419
- Appropriations are budgeted in 392100 (Index#) 3665 (Subobject)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74

Appropriations are available and have been encumbered. Contract No. 0081333A Date 7/28/98  
subject to 98-99 Final Budget  
GARY A. KNUTSON, Auditor - Controller  
By Linda T. Chow Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the HRA Administrator to execute the same on behalf of the County of Santa Cruz Human Resources Agency (Agency).

Remarks: [Signature] (Analyst) By [Signature] County Administrative Officer Date 7/31/98

Agreement approved as to form. Date \_\_\_\_\_

Distribution:  
Bd. of Supv. - White  
Auditor-Controller - Blue  
County Counsel - Green  
Co. Admin. Officer - Canary  
Auditor-Controller - Pink  
Originating Dept. - Goldenrod  
\*To Orig. Dept. if rejected.  
28  
12/29 (6/95)

State of California )  
County of Santa Cruz ) ss  
I \_\_\_\_\_ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,  
State of California, do hereby certify that the foregoing request for approval of agreement was approved by  
said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered  
in the minutes of said Board on \_\_\_\_\_ County Administrative Officer  
\_\_\_\_\_ 19 \_\_\_\_\_ By \_\_\_\_\_ Deputy Clerk



UNIVERSITY EXTENSION  
1333 RESEARCH PARK DRIVE  
DAVIS, CALIFORNIA 95616-4852

### AGREEMENT

Agreement No. CW-9852

THIS AGREEMENT is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_ 1998 by and between the COUNTY OF SANTA CRUZ (“County”) and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA (“University”).

### RECITALS

WHEREAS, University, a public education institution accredited by the Western Association of Schools and Colleges, has developed a Child Welfare Training Program, hereafter referred to as “Program,” and

WHEREAS, County has need to provide a major skills training program in accordance with their annual training plan, as shown in Exhibit B, for County’s personnel who provide child welfare services, and

WHEREAS, social services funds awarded to the California Department of Social Services (DSS) can be used to reimburse the recipient County for 75% of total actual costs;

NOW, THEREFORE, the parties agree as follows:

1. University agrees to present Program as set forth in Exhibit A, attached hereto and by this reference made part of this agreement.

2. County shall reimburse University for seventy-five percent (75%) of the total amount of the agreement, as shown in Exhibit A. University shall provide in-kind match on behalf of recipient county.
  
3. University will invoice County monthly in arrears of the training completed. In the event course schedule changes affect the amount billed, adjustments to invoices will be prepared. County shall make payment to University within thirty (30) days following County's receipt of University invoice. Said invoice shall indicate the total cost, the County share of cost, and the University in-kind contribution for the period. The maximum total cost of the program under this agreement shall not exceed ten thousand eight hundred dollars (\$10,800.00).

In the event that performance by either party is rendered impossible (permanently or temporarily) by reason of strikes, lockouts, labor disputes, Acts of God, governmental restrictions, regulations or other causes beyond the reasonable control of such party, said event shall excuse performance by such party, or in the event of temporary impossibility, shall excuse performance only for a period commensurate with the period of impossibility. In such cases, County shall be responsible for payment of **all** expenses and noncancellable costs incurred to the point at which University receives notice of the cancellation or temporary impossibility.

In the event County requests cancellation or rescheduling of any training class within 10 calendar days of start date, County shall be liable for all expenses incurred up to the **date** of the notice of cancellation or rescheduling is received by University. In the event County staff do not show up at scheduled training class, County shall be liable for all expenses incurred.

4. The term of this agreement shall commence on July 1, 1998. University shall make a good faith effort to schedule and deliver classes prior to June 30, 1999. In the event classes are not complete prior to June 30, 1999, both parties hereto agree that classes shall be scheduled and delivered as soon as feasible **after** June 30, 1999. However, all classes must be completed before September 30, 1999.

5. County shall limit participation to no more than thirty (30) persons per course session without the prior written approval of the University.
6. University shall maintain adequate records to support and verify costs of Program and shall retain said records for a period of not less than four (4) years following termination of this agreement. Said records shall be available, at all reasonable times during normal working hours, for inspection by the Federal or State government or by County or its authorized representative.
7. The parties hereto shall indemnify and hold one another, their officers, agents and employees harmless from and against any and all claims, losses, liabilities, damages, demands and actions, including reasonable attorneys' fees, (all collectively referred to as "liability" herein) arising out of the parties' respective performance of this agreement, but only in proportion to and to the extent such liability is caused by or results from the negligent act or omission of the indemnifying party, its officers, agents or employees.
8. University agrees not to discriminate, in the provision of service under this agreement, on the basis of race; color; religion; marital status; national origin; ancestry; sex; physical or mental handicap; medical condition; political affiliation; status as a Vietnam-era veteran or disabled veteran; or, within the limits imposed by law or University regulations, because of age or citizenship. University is an affirmative action/equal opportunity employer.
9. County shall not use the name of the University in any form or manner in advertisements, reports or other information released to the public without the prior written approval of University.
10. It is understood and agreed between the parties hereto that in the performance of this agreement each shall be and act as an independent contractor and not as the agent or employee of the other party.

11. University agrees to safeguard information received through the performance of this agreement in accordance with Welfare and Institution Code Section 10850.

12. Either party may terminate this agreement by giving thirty (30) days' written notice to the other party.

13. All notices under this agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows:

To University: University Extension  
University of California  
Davis, CA 95616

To County: Human Resources Agency, Child Protective Services  
1020 Emeline Ave, 3<sup>rd</sup> Fl  
Santa Cruz, CA 95060

Either party may, by written notice to the other, change its own mailing address.

14. This agreement shall be governed by the laws of the State of California.

15. This agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter. No waiver, modification or addition to the agreement shall be binding unless expressed in writing and signed by both parties.

IN WITNESS WHEREOF, this agreement has been executed as of the date first set forth above.

COUNTY OF SANTA CRUZ

THE REGENTS OF THE  
UNIVERSITY OF CALIFORNIA

BY \_\_\_\_\_

BY  \_\_\_\_\_

Title \_\_\_\_\_

Title Charles Lacy  
Dean

Date \_\_\_\_\_

Date 7/16/98

The program shall consist of the following:

**TRAINING**

4 day/s of training in the subject areas selected by the agency from the UC Davis Extension curriculum in accordance with the agency’s annual training plan submitted to the Training Bureau of the California Department of Social Services. Goals and objectives for the training are indicated in Exhibit B.

UC Davis will provide the following:

- needs assessment, curriculum planning and implementation
- instructional and student services
- instructional materials
- evaluation and feedback
- continuing education credit
- off-site training site and audio-visual equipment when on-site facility and equipment are not available
- off-site coordination of training
- coordination of enrollments across counties as agreed upon by the counties
- food and non-alcoholic beverages when requested by the county in writing
- any other items when requested by the county in writing and approved by University

The County will provide the following:

- on-site training facility and audio-visual equipment, if available
- on-site coordination of training

Total cost of training under this agreement is	<b>\$10,800.00</b>
University’s in-kind contribution	2,700.00
County’s share of cost	<b>\$8,100.00</b>

GOALS AND OBJECTIVES