

# County of Santa Cruz

299

## HUMAN RESOURCES AGENCY

CECILIA ESPINOLA, ADMINISTRATOR

1000 EMELINE ST., SANTA CRUZ, CA 95060

(408) 454-4130 OR 454-4045

FAX: (408) 454-4642

July 15, 1999

AGENDA: August 3, 1999

### BOARD OF SUPERVISORS

County of Santa Cruz

701 Ocean Street

Santa Cruz, CA 95060

### UNIVERSITY OF CALIFORNIA, DAVIS, TRAINING CONTRACTS

Dear Members of the Board:

The Human Resources Agency (HRA) annually contracts with the University of California, Davis (UC Davis), to provide staff development training under the California Department of Social Services (CDSS) staff development training program. The attached three contracts for staff trainings in the CalWORKs, Child Welfare Services, and Adult Services programs in the amount of \$49,950 are financed through a combination of federal and state funds and in-kind match from UC Davis. Expenditures for the contracts are included in HRA's 1999/2000 budget and represent no County cost. HRA is requesting your Board's approval of the attached agreements 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 agreements with the University of California, Davis, to provide staff development training.

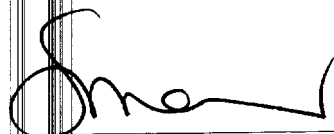
Very truly yours,

Cecilia Espinola  
Administrator

Attachment

BOARD OF SUPERVISORS  
August 3, 1999  
UC Davis Training Contract

RECOMMENDED:



Susan Mauriello  
County Administrator

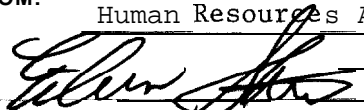
cc: Auditor-Controller  
County Counsel

n:\h\nora\ucdavis.bd

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

301

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

FROM: Human Resources Agency (Dept.)  
 (Signature) (Date)

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

1. Said agreement is between the County of Santa Cruz Human Resources Agency (Agency)  
and, the Regents of The University of California (Name & Address)

2. The agreement will provide Adult Services Staff Training

3. The agreement is needed to provide training on adult self-neglect and  
creative intervention in Adult Services

4. Period of the agreement is from July 1, 1999 to June 30, 2000

5. Anticipated cost is \$ 4,590.00 (Fixed amount; Monthly rate; Not to exceed)

6. Remarks: contract amount - \$5,400.00

4-9 on file. Contact person: Nora Krantzler ext. 5430

7. 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. C091892 Date 7/21/99  
are not will be

GARY A. KNUTSON, Auditor - Controller

By  Deputy.

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

(Agency).

Remarks: SS (Analyst) By  County Administrative Officer 7/21/99

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. rejected.

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 \_\_\_\_\_

By \_\_\_\_\_ Deputy Clerk

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

302

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

FROM: Human Resources Agency (Dept.)  
*Eileen Star* (Signature) (Date)

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

1. Said agreement is between the County of Santa Cruz Human Resources Agency (Agency)  
and the Regents of The University of California (Name & Address)
2. The agreement will provide Eligibility and Employment Worker Training
3. The agreement is needed to provide 11.5 days of self-sufficiency training.
4. Period of the agreement is from July 1, 1999 to June 30, 2000
5. Anticipated cost is \$ 26,392.50 (Fixed amount; Monthly rate; Not to exceed)
6. Remarks: contract amount - \$31,050.00  
W-9 on file. Contact person: Nora Krantzler ext. 5430
7. 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. 00 91893 Date 7/21/99  
are not will be  
GARY A. KNUTSON, Auditor - Controller  
By Ronald J. Silva Deputy.

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

Remarks: ES (Analyst) By Eh Silva County Administrative Officer Date 7/21/99

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.

43  
DM (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 \_\_\_\_\_ 19 \_\_\_\_\_  
By \_\_\_\_\_ County Administrative Officer  
Deputy Clerk

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

303

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

FROM: Human Resources Agency (Dept.)  
*Eileen [Signature]* (Signature) (Date)

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

1. Said agreement is between the County of Santa Cruz Human Resources Agency (Agency)  
and the Regents of The University of California (Name & Address)
2. The agreement will provide Title IV-E Child Welfare Training Program Services
3. The agreement is needed, to provide training for Social Workers, supervisors, and  
clerical support staff.
4. Period of the agreement is from July 1, 1999 to June 30, 2000
5. Anticipated cost is \$ 10,125.00 (Fixed amount; Monthly rate; Not to exceed)
6. Remarks: contract amount - \$13,500.00 on cont. cc list Section III  
W-9 on file. Contact person: Nora Krantzler ext. 5430
7. 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. 91333 Date 7/21/99  
are not will be

GARY A. KNUTSON, Auditor - Controller  
By Ronald J. Silva Deputy.

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

Remarks: ES (Analyst) By GLS Date 7/21/99  
County Administrative Officer

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.

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 \_\_\_\_\_  
By \_\_\_\_\_ Deputy Clerk



UNIVERSITY EXTENSION  
<http://universityextension.ucdavis.edu>

1632 DA VINCI COURT  
DAVIS, CALIFORNIA 95616-4860

99-00012

Agreement CW-9952

## Agreement for Training Services

This Agreement is made this 1st day of July, 1999 by and between The Regents of the University of California, a constitutional corporation, on behalf of its Davis campus UNIVERSITY EXTENSION ("University") and the County of Santa Cruz, a political subdivision of the State of California ("County") for the purpose of establishing an annual training program.

## RECITALS

WHEREAS, University, a public education institution accredited by the Western Association of Schools and Colleges, has developed a Child Welfare training program ("Program," ) and

WHEREAS, County wishes to obtain major skills training courses, for which Program is suitable, in accordance with their annual training plan attached as Exhibit B, for County's personnel who provide related services;

NOW, THEREFORE, the parties agree as follows:

1. University agrees to present Program as set forth in Exhibit A.
2. ~~Fee.~~ County shall reimburse University for ~~seventy-five~~        percent (75%) of the total amount shown in Exhibit A. University shall provide in-kind match of twenty-five percent (25%).
3. ~~Payment.~~ University will invoice County in arrears on a monthly basis for training completed. In the event course schedule changes affect the amount billed, invoice adjustments will be prepared. County shall pay University within thirty days (30) of County's receipt of University invoice. The invoice shall indicate the total cost, the County's share of cost, and the University's in-kind contribution for the period. The maximum total cost of the Program shall not exceed Thirteen Thousand Five Hundred (\$13,500.00) dollars.
4. ~~Term.~~ The term of this agreement shall be from July 1, 1999. through June 30, 2000. University shall make a good faith effort to schedule and deliver classes during the term, but if dasses are not completed by the termination date then parties agree that classes shall be scheduled and delivered as soon as feasible after the termination date. All classes must be completed before September 30, 2000.

**Limit on attendance.** No more than thirty (30) persons per course session may attend without the prior written approval of the University.

**Reschedule/cancel of class.** If County reschedules or cancels any training class within 10 calendar days of start date, County shall pay for all expenses incurred up to the date University receives notice of the reschedule or cancellation.

**Force majeure.** In the event that performance by a party is rendered impossible by reason of strikes, lockouts, labor disputes, acts of God, governmental restrictions, regulations or other causes beyond the reasonable control of that party, performance shall be excused for a period commensurate with the period of impossibility. If County is the party whose performance is delayed, County shall be responsible for payment of all expenses incurred to the point at which University receives notice of the impossibility, plus half the cost of any existing uncancellable obligations made for the contract if the impossibility is permanent.

**Assignment.** Neither party shall assign, transfer or subcontract this agreement nor their rights or duties under this Agreement without the prior written permission of either party. University may subcontract for instructional and training facility services.

**Indemnification.** Each party shall defend, indemnify and hold the other party, its officers, employees and agents harmless from and against any and all liability, loss, expense including reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, or employees.

1. **Insurance.** University shall maintain a program of self-insurance throughout the term of this Agreement with retentions as follows:

General Liability (and professional liability) coverage with a per occurrence limit of a minimum of one million dollars (\$1,000,000).

Workers Compensation insurance in accordance with the California state law.

Auto Liability including non-owned automobiles, with a minimum of two hundred and fifty thousand dollars (\$250,000) per person, and five hundred thousand dollars (\$500,000) per accident for bodily injury, and fifty thousand dollars (\$50,000) for property damage.

.. Prior to beginning work under this Agreement, University shall provide a Certificate of Insurance naming County, its officers, agents, and employees, individually and collectively as additional insured (except for Worker's Compensation Insurance), but only for this Agreement. Coverage shall apply as primary insurance and any other insurance or self-insurance maintained by the County, its officers, agents, and employees should be excess only. This insurance shall not be canceled or changed without a minimum of thirty (30) days advance, written notice given to County.

12. Termination for lack of funding. The terms of this Agreement and the services to be provided are contingent on the approval of funds by appropriating government agency. Should sufficient funds not be allocated, the services provided may be modified or this Agreement terminated at any time by giving the University thirty (30) days advance written notice. The University will be reimbursed for all work performed up to date of receipt of written notice of cancellation.
13. Nondiscrimination. 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.
14. Use of University name. ~~University 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.
15. Relationship of parties. ~~It is understood~~ and agreed between the parties that in the performance of this Agreement University is an independent contractor and shall not act as the agent or employee of the County.
16. Confidentiality of information about individuals. University agrees to safeguard names and addresses of individuals received through the performance of this agreement in accordance with Welfare and Institution Code Section 10850.
17. Termination. Either party may terminate this agreement by giving thirty (30) days' written notice to the other party.
18. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 et seq. and section 87100 relating to conflict of interest of public officers and employees. University warrants that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, County may immediately terminate this Agreement by giving written notice.
19. Audit, Inspection and Retention of Records. ~~It shall be subject to the~~ examination and audit of County or its delegated representative. University agrees to maintain records for possible audit for a minimum of four (4) years after final payment. The examination and audit shall be confined to those matters connected with the performance of this agreement including, but not limited to, the costs of administering the Agreement. (Government Code 10532.) The State of California or any Federal agency providing funding for this program shall have the same right.
20. Notice addresses. 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:

University:  
 Center for Human Services Training  
 University Extension  
 University of California  
 1632 Da Vinci Court  
 Davis, CA 95616

County of Santa Cruz  
 Human Resources Agency  
 1000 Emeline Ave  
 Santa Cruz, CA 95060

21. Either party may, by written notice to the other, change its own mailing address.
22. ~~Waiver of Rights~~ or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
23. ~~Headings~~. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
24. ~~Severability of Terms~~ If any conflict between any provisions of this agreement and any applicable law, rule or regulation, this agreement shall be modified only to the extent necessary to eliminate the conflict and the rest of the agreement shall remain unchanged and in full force and effect.

Governing law. The laws of the State of California shall govern this agreement.

- 26 Integrated agreement. 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.

THE REGENTS OF THE  
 UNIVERSITY OF CALIFORNIA

By \_\_\_\_\_

Charles Lacy

Dean Name, City Extension t

Date Date

6/25/99

COUNTY OF SANTA CRUZ

By \_\_\_\_\_  
 Signature

*Cecilia Espinola*

I e \_\_\_\_\_ Cecilia Espinola, Administrator

APPROVED AS TO FORM:

*Joe M. Scott*  
 Clerk of the County Council

## Agreement CW-9952

## EXHIBIT A

## TRAINING

5 days 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.

University 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 an 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	\$13,500.00
University's in-kind contribution	\$ 5375.00
County's share of cost	\$10,125.00

Contact Person:

Eileen Leung, Business Officer  
 Center for Human Services Training and Development  
 University Extension, U.C. Davis  
 1632 DaVinci Ct.  
 Davis, CA 95616  
 (530) 75743667

## EXHIBIT B

### DRAFT GOALS AND OBJECTIVES FOR FY 1999-2000

#### Goals

In addition to assessing and providing training to further the agency's mission, Staff Development's goals include:

- Providing ongoing training to facilitate the implementation of new state-mandated regulations and policy updates for all employees.
- Holding induction classes for new Employment and Training Specialists, Social Workers and Eligibility Workers.
- Providing cross training in all services the agency offers.
- Collaborating with other county agencies and community based organizations to maximize resources.
- Providing personal and professional development opportunities for all employees.

#### Objectives

1. Complete Leadership Academy Instruction for all supervisors and managers.
2. Implement new computerized training registration and tracking system.
3. Conduct trainings on regulation changes in all eligibility programs for CalWORKs, Food Stamps, Medi-Cal, and General Assistance.
4. Conduct CalWORKs, Food Stamp, and Medi-Cal induction training.
5. Continue SOLUTIONSWest trainings for all CalWORKs, JTPA/CareerWorks and Child Care managers, supervisors, employment and training specialists, social workers, and eligibility workers.
6. Continue ongoing research for aid programs; update and develop training materials/manuals,
7. Provide ongoing inservice refresher training for existing eligibility staff.
8. Continue involvement in interviewing and hiring of EW staff.
9. Conduct mandatory training:
  - Cultural Awareness/Civil Rights
  - Fraud
  - Fair Hearings
  - Child Health and Disability Prevention (CHDP)
10. Provide computer training in a variety of applications, including email, Internet, word processing, Access, Excel, etc.
11. Explore implementation of SMART.

### THREE- TO FIVE-YEAR TRAINING PLAN

- Provide ongoing training for staff related to welfare reform and the changing culture of the agency.

2. Continue to provide induction and ongoing training on regulations and regulation changes for aid programs.
3. Provide training to staff in all programs regarding provision of integrated services for families receiving services from aid, employment training, Child Welfare and other programs.
4. Provide induction and ongoing training on "best practice" models of assessment and service delivery for clients receiving Child Welfare Services, Adult Protective Services, In-Home Supportive Services, or MSSP Services, including special topics such as risk assessment; staff safety; core competencies for Child Welfare Services staff; cross-training on elder abuse assessment and intervention for Child Welfare Services staff providing on-call services; working with families where substance abuse, mental illness, physical disabilities, developmental disabilities, and/or domestic violence are involved; self-neglect in adults; and creative interventions in Adult Services.
5. Provide induction and ongoing training on regulations, changes in regulations, and changes in law affecting Child Welfare practice.
6. Prepare agency staff for the advent of the Statewide Automated Welfare System (CalWIN) to begin in 2000 - 2002.
7. In cooperation with the Data Processing staff, provide training with each computer upgrade as the agency moves to a PC/Windows environment.



UNIVERSITY EXTENSION  
http://universityextension.ucdavis.edu

1632 DA VINCI COURT  
DAVIS, CALIFORNIA 95616-4860

99-000212

Agreement S-9952

### Agreement for Training Services

This Agreement is made this 1st day of July 1999 and between The Regents of the University of California, a constitutional corporation, on behalf of its Davis campus UNIVERSITY EXTENSION ("University") and the County of Santa Cruz, a political subdivision of the State of California ("County") for the purpose of establishing an annual training program.

#### RECITALS

WHEREAS, University, a public education institution accredited by the Western Association of Schools and Colleges, has developed an Adult Services training program ("Program," ) and

WHEREAS, County wishes to obtain major skills training courses, for which Program is suitable, in accordance with their annual training plan attached as Exhibit B, for County's personnel who provide related services;

NOW, THEREFORE, the parties agree as follows:

1. University agrees to present Program as set forth in Exhibit A.
2. Fee. County shall reimburse University for eighty-five percent (85%) of the total amount shown in Exhibit A. University shall provide in-kind match of fifteen percent (15%).
3. Payment. University will invoice County in arrears on a monthly basis for training completed. In the event course schedule changes affect the amount billed, invoice adjustments will be prepared. County shall pay University within thirty days (30) of County's receipt of University invoice. The invoice shall indicate the total cost, the County's share of cost, and the University's in-kind contribution for the period. The maximum total cost of the Program shall not exceed Five thousand Four Hundred (\$5,400.00) dollars.

Term. The term of this agreement shall be from July 1, 1999 through June 30, 2000. University shall make a good faith effort to schedule and deliver classes during the term, but if classes are not completed by the termination date then parties agree that classes shall be scheduled and delivered as soon as feasible after the termination date. All classes must be completed before September 30, 2000.

5. **Limit on attendance.** No more than thirty (30) persons per course session may attend without the prior written approval of the University.
6. **Reschedule/cancel of class.** If County reschedules or cancels any training class within 10 calendar days of start date, County shall pay for all expenses incurred up to the date University receives notice of the reschedule or cancellation.
7. **Force majeure.** In the event that performance by a party is rendered impossible by reason of strikes, lockouts, labor disputes, acts of God, governmental restrictions, regulations or other causes beyond the reasonable control of that party, performance shall be excused for a period commensurate with the period of impossibility. If County is the party whose performance is delayed, County shall be responsible for payment of all expenses incurred to the point at which University receives notice of the impossibility, plus half the cost of any existing uncancellable obligations made for the contract if the impossibility is permanent.
8. **Assignment.** Neither party shall assign, transfer or subcontract this agreement nor their rights or duties under this Agreement without the prior written permission of either party. University may subcontract for instructional and training facility services.
9. **Indemnification.** Each party shall defend, indemnify and hold the other party, its officers, employees and agents harmless from and against any and all liability, loss, expense including reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, or employees.
10. **Insurance.** University shall maintain a program of self-insurance throughout the term of this Agreement with retentions as follows:
  - General Liability (and professional liability) coverage with a per occurrence limit of a minimum of one million dollars (\$1,000,000).
  - Workers Compensation insurance in accordance with the California state law.
  - Auto Liability including non-owned automobiles, with a minimum of two hundred and fifty thousand dollars (\$250,000) per person, and five hundred thousand dollars (\$500,000) per accident for bodily injury, and fifty thousand dollars (\$50,000) for property damage.
11. **Prior to beginning work under this Agreement,** University shall provide a Certificate of Insurance naming County, its officers, agents, and employees, individually and collectively as additional insured (except for Worker's Compensation Insurance), but only for this Agreement. Coverage shall apply as primary insurance and any other insurance or self-insurance maintained by the County, its officers, agents, and employees should be excess only. This insurance shall not be canceled or changed without a minimum of thirty (30) days advance, written notice given to County.

12. ~~Termination for lack of funding~~, The terms of this Agreement and the services to be provided are contingent on the approval of funds by appropriating government agency. Should sufficient funds not be allocated, the services provided may be modified or this Agreement terminated at any time by giving the University thirty (30) days advance written notice. The University will be reimbursed for all work performed up to date of receipt of written notice of cancellation.
13. ~~Nondiscrimination~~ 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.
14. ~~Use of University name~~ 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.
15. ~~Relationship of parties~~. It is understood and agreed between the parties that in the performance of this Agreement University is an independent contractor and shall not act as the agent or employee of the County.
16. ~~Confidentiality of information about individuals~~. University agrees to safeguard names and addresses of individuals received through the performance of this agreement in accordance with Welfare and Institution Code Section 10850.
17. ~~Termination~~. Either party may terminate this agreement by giving thirty (30) days' written notice to the other party.
18. ~~Conflict of Interest~~. Parties to this Agreement have read and are aware of the provisions of Government Code section 1090 et seq. and section 87100 relating to conflict of interest of public officers and employees. University warrants that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, County may immediately terminate this Agreement by giving written notice.
19. ~~Audit, Inspection and Retention of Records~~. This Agreement shall be subject to the examination and audit of County or its delegated representative. University agrees to maintain records for possible audit for a minimum of four (4) years after final payment. The examination and audit shall be confined to those matters connected with the performance of this agreement including, but not limited to, the costs of administering the Agreement. (Government Code 10532.) The State of California or any Federal agency providing funding for this program shall have the same right.
20. ~~Notice addresses~~ 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:

University:  
 Center for Human Services Training  
 University Extension  
 University of California  
 1632 Da Vinci Court  
 Davis, CA 95616

County of Santa Cruz  
 Human Resources Agency  
 1000 Emeline Ave  
 Santa Cruz, CA 95060

21. Either party may, by written notice to the other, change its own mailing address.
22. ~~Waiver of Rights~~ or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
23. ~~Headings~~. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
24. ~~Severability of Terms~~. In the event of any conflict between any provisions of this agreement and any applicable law, rule or regulation, this agreement shall be modified only to the extent necessary to eliminate the conflict and the rest of the agreement shall remain unchanged and in full force and effect.
25. ~~Governing law~~. The laws of the State of California shall govern this agreement.
26. ~~Integrated agreement~~. 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.

THE REGENTS OF THE  
 UNIVERSITY OF CALIFORNIA

By \_\_\_\_\_

Charles Lacy  
 Dean, University Extension

Date \_\_\_\_\_

COUNTY OF SANTA CRUZ

By \_\_\_\_\_

Signature

Name, Title Cecilia Espinola, Administrator

Date \_\_\_\_\_

APPROVED AS TO FORM:

By: Greg M. Scott  
 Office of the County Counsel

**EXHIBIT B****DRAFT GOALS AND OBJECTIVES FOR FY 1999-2000****Goals**

In addition to assessing and providing training to further the agency's mission, Staff Development's goals include:

- Providing ongoing training to facilitate the implementation of new state-mandated regulations and policy updates for all employees.
- Holding induction classes for new Employment and Training Specialists, Social Workers and Eligibility Workers.
- Providing cross training in all services the agency offers.
- Collaborating with other county agencies and community based organizations to maximize resources.
- Providing personal and professional development opportunities for all employees.

**Objectives**

1. Complete Leadership Academy Instruction for all supervisors and managers.
2. Implement new computerized training registration and tracking system.
3. Conduct trainings on regulation changes in all eligibility programs for CalWORKs, Food Stamps, Medi-Cal, and General Assistance.
4. Conduct CalWORKs, Food Stamp, and Medi-Cal induction training.
5. Continue SOLUTIONSWest trainings for all CalWORKs, JTPA/CareerWorks and Child Care managers, supervisors, employment and training specialists, social workers, and eligibility workers.
6. Continue ongoing research for aid programs; update and develop training materials/manuals.
7. Provide ongoing inservice refresher training for existing eligibility staff.
8. Continue involvement in interviewing and hiring of EW staff.
9. Conduct mandatory training:
  - Cultural Awareness/Civil Rights
  - Fraud
  - Fair Hearings
  - Child Health and Disability Prevention (CHDP)
10. Provide computer training in a variety of applications, including email, Internet, word processing, Access, Excel, etc.
11. Explore implementation of SMART.

**THREE- TO FIVE-YEAR TRAINING PLAN**

1. Provide ongoing training for staff related to welfare reform and the changing culture of the agency.

Continue to provide induction and ongoing training on regulations and regulation changes for aid programs.

Provide training to staff in all programs regarding provision of integrated services for families receiving services from aid, employment training, Child Welfare and other programs.

Provide induction and ongoing training on “best practice” models of assessment and service delivery for clients receiving Child Welfare Services, Adult Protective Services, In-Home Supportive Services, or MSSP Services, including special topics such as risk assessment; staff safety; core competencies for Child Welfare Services staff; cross-training on elder abuse assessment and intervention for Child Welfare Services staff providing on-call services; working with families where substance abuse, mental illness, physical disabilities, developmental disabilities, and/or domestic violence are involved; self-neglect in adults; and creative interventions in Adult Services.

Provide induction and ongoing training on regulations, changes in regulations, and changes in law affecting Child Welfare practice.

Prepare agency staff for the advent of the Statewide Automated Welfare System (CalWIN) to begin in 2000 - 2002.

In cooperation with the Data Processing staff, provide training with each computer upgrade as the agency moves to a PC/Windows environment.

## EXHIBIT A

## TRAINING

2 days 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.

University 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 an 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	\$5,400.00
University's in-kind contribution	\$ 810.00
County's share of cost	\$4,590.00

Contact Person:

Eileen Leung, Business Officer  
 Center for Human Services Training and Development  
 University Extension  
 University of California, Davis  
 16321 DaVinci Ct.  
 Davis, CA 95616  
 (530) 757-8667



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UNIVERSITY EXTENSION  
http://universityextension.ucdavis.edu

1632 DA VINCI COURT  
DAVIS, CALIFORNIA 95616-4860

99-00032

Agreement EW-9952

### Agreement for Training Services

This Agreement is made this 1st day of July, 1999 by and between The Regents of the University of California, a constitutional corporation, on behalf of its Davis campus UNIVERSITY EXTENSION ("University") and the County of Santa Cruz a political subdivision of the State of California ("County") for the purpose of establishing an annual training program.

#### RECITALS

WHEREAS, University, a public education institution accredited by the Western Association of Schools and Colleges, has developed an Eligibility and Employment Services training program ("Program,") and

WHEREAS, County wishes to obtain major skills training courses, for which Program is suitable, in accordance with their annual training plan attached as Exhibit B, for County's personnel who provide related services;

NOW, THEREFORE, the parties agree as follows:

1. University agrees to present Program as set forth in Exhibit A.
2. Fee. County shall reimburse University for eighty-five percent (85%) of the total amount shown in Exhibit A. University shall provide in-kind match of fifteen percent (15%).
3. Payment. University will invoice County in arrears on a monthly basis for training completed. In the event course schedule changes affect the amount billed, invoice adjustments will be prepared. County shall pay University within thirty days (30) of County's receipt of University invoice. The invoice shall indicate the total cost, the County's share of cost, and the University's in-kind contribution for the period. The maximum total cost of the Program shall not exceed Thirty-one thousand Fifty (\$31,050.00) dollars.
4. Term. The term of this agreement shall be from July 1, 1999 through June 30, 2000. University shall make a good faith effort to schedule and deliver classes during the term, but if classes are not completed by the termination date then parties agree that classes shall be scheduled and delivered as soon as feasible after the termination date. All classes must be completed before September 30, 2000.

5. Limit on attendance. No more than thirty (30) persons per course session may attend without the prior written approval of the University.
6. Reschedule/cancel of class. If County reschedules or cancels any training class within 10 calendar days of start date, County shall pay for all expenses incurred up to the date University receives notice of the reschedule or cancellation.
7. Force majeure. If an event that performance by a party is rendered impossible by reason of strikes, lockouts, labor disputes, acts of God, governmental restrictions, regulations or other causes beyond the reasonable control of that party, performance shall be excused for a period commensurate with the period of impossibility. If County is the party whose performance is delayed, County shall be responsible for payment of all expenses incurred to the point at which University receives notice of the impossibility, plus half the cost of any existing uncancellable obligations made for the contract if the impossibility is permanent.
8. Assignment. Neither party shall assign, transfer or subcontract this agreement nor their rights or duties under this Agreement without the prior written permission of either party. University may subcontract for instructional and training facility services.
9. Indemnification. Each party shall defend, indemnify and hold the other party, its officers, employees and **agents** harmless from and against any and all liability, loss, expense including reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, or employees.
10. Insurance. University shall maintain a program of self-insurance throughout the term of this Agreement with retentions as follows:
  - General Liability (and professional liability) coverage with a per occurrence limit of a minimum of one million dollars (\$1,000,000).
  - Workers Compensation insurance in accordance with the California state law
  - Auto Liability including non-owned automobiles, with a minimum of two hundred and fifty thousand dollars (\$250,000) per person, and five hundred thousand dollars (\$500,000) per accident for bodily injury, and fifty thousand dollars (\$50,000) for property damage.
11. Prior to beginning work under this Agreement, University shall provide a Certificate of Insurance naming County, its officers, agents, and employees, individually and collectively as additional insured (except for Worker's Compensation Insurance), but only for this Agreement. Coverage shall apply as primary insurance and any other insurance or self-insurance maintained by the County, its officers, agents, and employees should be excess only. This insurance shall not be canceled or changed without a minimum of thirty (30) days advance, written notice given to County.

12. Termination for lack of funding. The terms of this Agreement and the services to be provided are contingent on the approval of funds by appropriating government agency. Should sufficient funds not be allocated, the services provided may be modified or this Agreement terminated at any time by giving the University thirty (30) days advance written notice. The University will be reimbursed for all work performed up to date of receipt of written notice of cancellation.
13. Nondiscrimination. 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.
14. Use of University name. 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.
15. Relationship of parties. It is understood and agreed between the parties that in the performance of this Agreement University is an independent contractor and shall not act as the agent or employee of the County.
16. Confidentiality of information about individuals, University agrees to safeguard names and addresses of individuals received through the performance of this agreement in accordance with Welfare and Institution Code Section 10850.
17. T mination. Either party may terminate this agreement by giving thirty (30) days' written notice to the other party.
18. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 et seq. and section 87100 relating to conflict of interest of public officers and employees. University warrants that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, County may immediately terminate this Agreement by giving written notice.
19. Audit, Inspection and Retention of Records This Agreement shall be subject to the examination and audit of County or its delegated representative. University agrees to maintain records for possible audit for a minimum of four (4) years after final payment. The examination and audit shall be confined to those matters connected with the performance of this agreement including, but not limited to, the costs of administering the Agreement. (Government Code 10532.) The State of California or any Federal agency providing funding for this program shall have the same right.
20. Notice addresses. 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:

University:  
 Center for Human Services Training  
 University Extension  
 University of California  
 1632 Da Vinci Court  
 Davis, CA 95616

County of Santa Cruz  
 Human Resources Agency  
 1000 Emeline Ave  
 Santa Cruz, CA 95060

21. Either party may, by written notice to the other, change its own mailing address.
22. ~~Waiver of Rights~~ or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
23. ~~Headings~~. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
24. ~~Severability of Terms~~ If any conflict between any provisions of this agreement and any applicable law, rule or regulation, this agreement shall be modified only to the extent necessary to eliminate the conflict and the rest of the agreement shall remain unchanged and in full force and effect.
25. ~~Governing law~~. The laws of the State of California shall govern this agreement.
26. ~~Integrated agreement~~. 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.

THE REGENTS OF THE  
 UNIVERSITY OF CALIFORNIA

By \_\_\_\_\_

Charles Lacy  
 Dean, University Extension

Date \_\_\_\_\_

COUNTY OF SANTA CRUZ

By \_\_\_\_\_

Signature

Name, Title Cecilia Espinola, Administrator

Date \_\_\_\_\_

AS TO FORM:

Jane M. Scott  
 Sec of the County Counsel

**EXHIBIT A****TRAINING**

11.5 days 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.

University 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	\$31,050.00
University's in-kind contribution	\$ 4,657.50
County's share of cost	\$26,392.50

**Contact Person:**

Eileen Leung, Business Officer  
 Center for Human Services Training and Development  
 University Extension  
 University of California, Davis  
 1632 DaVinci Ct.  
 Davis, CA 95616  
 (530) 757-8667

## EXHIBIT B

### DRAFT GOALS AND OBJECTIVES FOR FY 1999-2000

#### Goals

In addition to assessing and providing training to further the agency's mission, Staff Development's goals include:

- Providing ongoing training to facilitate the implementation of new state-mandated regulations and policy updates for all employees.
- Holding induction classes for new Employment and Training Specialists, Social Workers and Eligibility Workers.
- Providing cross training in all services the agency offers.
- Collaborating with other county agencies and community based organizations to maximize resources.
- Providing personal and professional development opportunities for all employees.

#### Objectives

1. Complete Leadership Academy Instruction for all supervisors and managers.
2. Implement new computerized training registration and tracking system.
3. Conduct trainings on regulation changes in all eligibility programs for CalWORKs, Food Stamps, Medi-Cal, and General Assistance.
4. Conduct CalWORKs, Food Stamp, and Medi-Cal induction training.
5. Continue SOLUTIONSWest trainings for all CalWORKs, JTPA/CareerWorks and Child Care managers, supervisors, employment and training specialists, social workers, and eligibility workers.
6. Continue ongoing research for aid programs; update and develop training materials/manuals.
7. Provide ongoing inservice refresher training for existing eligibility staff.
8. Continue involvement in interviewing and hiring of EW staff.
9. Conduct mandatory training:
  - Cultural Awareness/Civil Rights
  - Fraud
  - Fair Hearings
  - Child Health and Disability Prevention (CHDP)
10. Provide computer training in a variety of applications, including email, Internet, word processing, Access, Excel, etc.
11. Explore implementation of SMART.

#### THREE- TO FIVE-YEAR TRAINING PLAN

1. Provide ongoing training for staff related to welfare reform and the changing culture of the agency.

2. Continue to provide induction and ongoing training on regulations and regulation changes for aid programs.
3. Provide training to staff in all programs regarding provision of integrated services for families receiving services from aid, employment training, Child Welfare and other programs.
4. Provide induction and ongoing training on "best practice" models of assessment and service delivery for clients receiving Child Welfare Services, Adult Protective Services, In-Home Supportive Services, or MSSP Services, including special topics such as risk assessment; staff safety; core competencies for Child Welfare Services staff; cross-training on elder abuse assessment and intervention for Child Welfare Services staff providing on-call services; working with families where substance abuse, mental illness, physical disabilities, developmental disabilities, and/or domestic violence are involved; self-neglect in adults; and creative interventions in Adult Services.
- 5.: Provide induction and ongoing training on regulations, changes in regulations, and changes in law affecting Child Welfare practice.
- 6.' Prepare agency staff for the advent of the Statewide Automated Welfare System (CalWIN) to begin in 2000 - 2002.
7. In cooperation with the Data Processing staff, provide training with each computer upgrade as the agency moves to a PC/Windows environment.