



# County of Santa Cruz

## HUMAN RESOURCES AGENCY

Cecilia Espinola, Administrator  
1000 Emeline Avenue, Santa Cruz, CA 95060  
(831) 454-4130 or 454-4045 FAX: (831) 454-4642

July 29, 2002

Agenda: August 20, 2002

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

### UNIVERSITY OF CALIFORNIA, DAVIS TRAINING CONTRACTS

Dear Members of the Board:

As your Board may recall, the Human Resources Agency (HRA) contracts annually with the University of California, Davis (UC Davis), to provide staff development training through the California Department of Social Services (CDSS) staff development training program. For FY 2002/03, HRA is combining the UC Davis training contracts into one contract. The combined contract will provide training services for Eligibility, Child Welfare, CalWORKS Employment and Adult Services programs. The contract (\$130,500) is financed through a combination of federal and state funds and in-kind match from UC Davis. Funds for the contracts are included in HRA's 2002/03 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 approve the agreements with UC Davis in the amount of \$130,500 for staff development training, and authorize the Human Resources Agency Administrator to sign the agreements.

Very truly yours,

*Cecilia* - (et)

CECILIA ESPINOLA  
Director

CE:GMA N:\BoardLetters\FY2002-03\AdminServices\UCDavisContract

RECOMMENDED:

*Susan A. Mauriello*

SUSAN A. MAURIELLO  
County Administrative Officer

Attachments

cc: County Administrative Office  
Auditor Controller

**COUNTY OF SANTA CRUZ**  
**REQUEST FOR APPROVAL OF AGREEMENT**

0104

TO: **Board of Supervisors**  
County Administrative Office  
Auditor Controller

FROM: Human Resources Agency (Department)  
BY: [Signature] (Signature) 8/7/02 (Date)  
Signature certifies that appropriations/revenues are available

AGREEMENT TYPE (Check One)

Expenditure Agreement ☒

Revenue Agreement ☐

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

1. Said agreement is between the County of Santa Cruz Human Resources Agency (Department/Agency)  
and University of California, Davis (Name/Address)

2. The agreement will provide Staff Development training services in Eligibility, Child Welfare, Cal Works Employment and Adult Services programs through the California Dept. of Social Services (CDSS) Staff Development training Programs.

3. Period of the agreement is from 7/1/02 to 6/30/03

4. Anticipated Cost is \$ Exhibit A: \$96,135 and  
Exhibit B: \$13,050 ☒ Fixed ☐ Monthly Rate ☐ Annual Rate ☐ Not to Exceed

Remarks: Total Contract Exhibit A: \$113,100 and Exhibit B: \$17,400 = \$130,500  
UCD Inkind Contribution (16,965) (4,350) = (21,315)

5. Detail: ☒ On Continuing Agreements List for FY 02-03, Page CC- 12, III Contract No: 21893 OR ☐ 1<sup>st</sup> Time Agreement  
☐ Section II No Board letter required, will be listed under Item 8  
☐ Section III Board letter required  
☐ Section IV Revenue Agreement

6. Appropriations/Revenues are available and are budgeted in 392100 (Index) 3665 (Sub object)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACHED COMPLETED AUD-74 OR AUD-60

Appropriations are available and will be encumbered.  
are not

Contract No: 21893

By: [Signature] Date: 8/9/02  
Auditor-Controller Deputy

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize

Human Resources Agency Director (Dept/Agency Head) to execute on behalf of the Santa Cruz County  
Human Resources Agency (Department/Agency)

Date: \_\_\_\_\_

By: [Signature]  
County Administrative Office

Distribution:

Board of Supervisors - White  
Auditor Controller - Canary  
Auditor-Controller - Pink  
Department - Gold

State of California  
County of Santa Cruz

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 Office by an order duly entered in the minutes of said Board on \_\_\_\_\_ 20\_\_

ADM - 29 (8/01)

Title Section 300 Proc Man

By: Deputy Clerk

AUDITOR-CONTROLLER USE ONLY

CO. 23 Document # \_\_\_\_\_ \$JE Amount \_\_\_\_\_ times \_\_\_\_\_ H/TL \_\_\_\_\_ Keyed By \_\_\_\_\_ Date \_\_\_\_\_  
TC: 10 \_\_\_\_\_ \$ \_\_\_\_\_ / \_\_\_\_\_  
Auditor Description \_\_\_\_\_ Amount \_\_\_\_\_ Index \_\_\_\_\_ Sub object \_\_\_\_\_ User Code \_\_\_\_\_



UC DAVIS EXTENSION  
WEB SITE: www.extension.ucdavis.edu

1632 DA VINCI COURT  
DAVIS, CALIFORNIA 95616-4852

Agreement #EW-2002-56

### Agreement for Training Services

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2002 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 training programs in eligibility worker and child welfare services ("Program," ) and

WHEREAS, County wishes to obtain major skills training courses, for which Program is suitable, in accordance with their annual goals and objectives attached as Exhibit C, 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 Exhibits A and B.
2. Fee. County shall reimburse University for amounts shown in Exhibit A and B. University shall provide in-kind matches as shown in Exhibits A and B.
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 One Hundred Thirty Thousand and Five Hundred (\$130,500.00) dollars. ✓
4. Term. The term of this agreement shall be from July 1, 2002 through June 30, 2003. All classes must be completed by June 30, 2003 ✓

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. Upon written request, after fully executed copy of this Agreement is received by University, 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. 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.
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. 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:

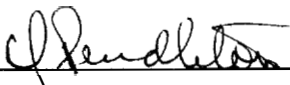
University:  
 Center for Human Services  
 University Extension  
 University of California  
 1632 Da Vinci Court  
 Davis, CA 95616

County: Santa Cruz  
 Human Resources Agency  
 1000 Emeline Ave  
 Santa Cruz, CA 95061

21. Either party may, by written notice to the other, change its own mailing address.
22. Waiver of Rights. No delay 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  
 FEIN: 94-6036494

By 

Dennis Pendleton  
 Dean, University Extension

Date 7/26/02

COUNTY OF SANTA CRUZ

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

Name, Title \_\_\_\_\_

Date \_\_\_\_\_

## EXHIBIT A (Eligibility Training)

Agreement #EW-2002-56

**TRAINING**

39 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 C.

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 (additional charges will apply)
- 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 (additional charges will apply)
- 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 Exhibit is	\$113,100.00
University's in-kind contribution	\$ 16,965.00
County's share of cost financed through a Combination of federal and state funds	\$ 96,135.00

EXHIBIT B (Child Welfare Services)

Agreement #EW-2002-56

**TRAINING**

6 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 C.

University will provide the following:

- Needs assessment, curriculum planning and implementation
- Instructional and student services
- Instructional material
- Evaluation and feedback
- Continuing education credit
- Off-site training site and audio-visual equipment when on-site facility and equipment are not available (additional charges will apply)
- 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 (additional charges will apply)
- Any other items when requested by the county in writing and approved by University

The County will provide the following:

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

Total cost of training under this Exhibit is	\$17,400.00
University's in-kind contribution	\$ 4,350.00
County's share of cost financed through a Combination of federal and state funds	\$13,050.00



**EXHIBIT C**

## County of Santa Cruz Annual Training Plan

**GOALS & OBJECTIVES FOR 2002 – 03****MISSION AND GOALS**

The Mission of the Human Resources Agency (HRA) states *'We strive to strengthen families by assuring safety, promoting self-sufficiency, eliminating poverty, and improving the quality of life in our community.'*

HRA is committed to becoming a "Learning Organization" and has centralized the Staff Development function to assess, coordinate and provide training and development activities agency wide. HRA is also committed to providing excellent service to the community and desires to nurture an agency culture that supports and champions staff to continually "question" existing practice.

Staff Development's Mission Statement states *"Staff Development promotes the continued excellence of HRA's services and encourages personal/professional growth of employees by providing program expertise, development opportunities, and training."*

Staff Development assesses the learning needs of the agency on a continuous basis utilizing several methods, including: meetings between staff development and division managers; questionnaires, surveys, training request forms; and legal mandates and regulation changes.

**GOAL A:**

Staff Development will provide program specific, regulatory, legally mandated and soft skills training to HRA employees.

**OBJECTIVES:**

- A1: Conduct integrated training and cross program training so that employees can work in multiple program areas, including CalWORKs, Medical, Food Stamps, and Employment.
- A2: Develop and provide additional on-going program training for new regulations and refresher training as required for all programs, including Child Welfare Services.
- A3: Conduct annual Civil Rights/Cultural Awareness training for all public contact staff.
- A4: Coordinate annual Fraud Prevention Training for all eligibility staff.
- A5: Provide quarterly Safety training to all staff.

GOAL B:

Staff Development personnel will provide program expertise and act as performance consultants when identifying and analyzing training needs of employees. Trainers will facilitate cultural change and promote team-building concepts throughout the agency.

OBJECTIVES:

- B1: Conduct regular training needs assessment surveys.
- 82: Thoroughly evaluate training requests using performance analysis tools. Evaluate performance gaps and make recommendations for correction.
- B3: Meet monthly with program supervisors and analysts to discuss training needs of employees.
- 84: Meet quarterly with Program managers to discuss training needs of employees.
- 85: When requested, facilitate team building workshops and activities to promote the changing culture of the agency.

GOAL C:

In conjunction with personnel, develop retention and succession strategies for employees. Staff Development will implement professional, educational, and personal development opportunities for all **HRA** employees.

OBJECTIVES:

- C1: Develop and implement succession strategies, i.e. mentoring program, Family Development Credential and other human service higher education programs, informational meetings, resource faires, etc.
- c2: Develop and implement retention strategies, i.e. coordinate the training and development of a uniformed Performance Management System and provide training and support to supervisors in the areas of team building, counseling, coaching, and mentoring.
- C3: Track all employees training both internal and external. Coordinate attendance of major outside training events and all training contracts.