



AGENDA ITEM NO.  
**C-11**

# COUNTY OF HUMBOLDT

For the meeting of: January 14, 2014

Date: December 11, 2013

To: Board of Supervisors

From: Phillip R. Crandall, Director *Barbara Lattaie* *fa Phillip R Crandall*  
Department of Health and Human Services – Children and Family Services

Subject: Amendment #1 to the University of California (UC) Davis Training Agreement for Child Welfare Services training.

### RECOMMENDATION(S):

That the Board of Supervisors:

1. Approve Amendment #1 to the Child Welfare Services Training Agreement with UC Davis.
2. Authorize the Chair to execute Amendment #1 to the Child Welfare Services Training Agreement with UC Davis.
3. Direct the Clerk of the Board to return two (2) signed originals of Amendment #1 to the DHHS Assistant Director of Programs.

### SOURCE OF FUNDING:

Social Services Fund 1160

Prepared by Lisa Rix, Administrative Analyst II

CAO Approval *Amy Rosen*

#### REVIEW:

Auditor *MSM* County Counsel *BO* Personnel \_\_\_\_\_ Risk Manager *MSM* Other \_\_\_\_\_

#### TYPE OF ITEM:

- Consent
- Departmental
- Public Hearing
- Other \_\_\_\_\_

#### PREVIOUS ACTION/REFERRAL:

Board Order No. C-9

Meeting of: June 11, 2013

#### BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor *Bass* Seconded by Supervisor *Fennell*

Ayes *Sundberg, Lovelace, Bohn, Fennell, Bass*  
 Nays \_\_\_\_\_  
 Abstain \_\_\_\_\_  
 Absent \_\_\_\_\_

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: Jan. 14, 2014

By: *Kathy Hayes*  
Kathy Hayes, Clerk of the Board

DISCUSSION:

The Department of Health and Human Services (DHHS)-Children and Family Services has been contracting with UC Davis for provision of Federal and State required annual training since 1990. Amendment #1 (Attachment 1) provides an increase of five (5) additional days of training over the next fiscal year on site at DHHS-Children and Family Services. Training offered by UC Davis is developed for and directly relevant to the needs and issues facing staff employed in the Child Welfare divisions of DHHS-Children and Family Services. The Agreement (Attachment 2) with UC Davis has proven to be a reliable and cost effective source of training that meets DHHS-Children and Family Services needs.

Therefore, DHHS recommends that the Board approves Amendment #1 to UC Davis Training Agreement, authorizes the chair to sign Amendment #1 and directs the Clerk of the Board two signed originals of Amendment #1 to the DHHS-Children and Family Services Director.

FINANCIAL IMPACT:

The anticipated costs of Amendment #1 have been included in the approved budget for Fiscal Year 2013-14. The increased amount of \$14,812.50 brings the new total to \$35,550 and has been included in Fund 1160, Budget Unit 508, to provide Child Welfare training. There is no impact to the County General Fund.

Approving Amendment #1 supports the Board's Strategic Framework by providing for and maintaining infrastructure and creating opportunities for the improved safety and health of our clients.

OTHER AGENCY INVOLVEMENT:

University of California - Davis

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board could choose not to approve Amendment #1; however DHHS does not recommend this due to the training needs for DHHS-Children and Family Services staff.

ATTACHMENTS:

Attachment 1 – Amendment #1 to the Training Agreement with UC Davis (3 copies).  
Attachment 2 - Agreement with UC Davis for Child Welfare Services Training.



UC DAVIS EXTENSION  
WEB SITE: WWW.EXTENSION.UCDAVIS.EDU

1632 DA VINCI COURT  
DAVIS, CA 95618-4852

September 13, 2013

Agreement CW-2013-13  
Amendment #1

Amendment to Training Agreement

By mutual agreement indicated by authorized signatures below, The Regents of the University of California (University) and Humboldt County (County) agree to amend Exhibit A to this agreement as stated below. All other terms and conditions remain the same.

	Original	Added	New total
Total number of training units	7	5	12.00
Total cost of training	\$ 27,650.00	\$ 19,750.00	\$ 47,400.00
University's in-kind contribution	\$ 6,912.50	\$ 4,937.50	\$ 11,850.00
County's share of cost	\$ 20,737.50	\$ 14,812.50	\$ 35,550.00

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

REGENTS OF THE  
UNIVERSITY OF CALIFORNIA  
FEIN 94-6036496

HUMBOLDT COUNTY

By   
Name Dennis Pendleton  
Title Dean  
Date 9/20/13

By   
Name Rex Behn  
Title Chair, Humboldt County Board of Supervisors  
Date 1-14-2014

## UNIVERSITY OF CALIFORNIA, DAVIS

BERKELEY • DAVIS • IRVINE • LOS ANGELES • MERCED • RIVERSIDE • SAN DIEGO • SAN FRANCISCO



SANTA BARBARA • SANTA CRUZ

UC DAVIS EXTENSION  
WEB SITE: WWW.EXTENSION.UCDAVIS.EDU1632 DA VINCI COURT  
DAVIS, CA 95618-4852

Agreement #CW-2013-10

Training Services Agreement

This Agreement is made this 11 day of June, 2013 by and between The Regents of the University of California ("University"), on behalf of its Davis campus UC Davis Extension and HUMBOLDT COUNTY ("User").

RECITALS

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

WHEREAS, User wishes to obtain major skills training courses for User's personnel who provide related services in fulfillment of their goals and objectives;

NOW, THEREFORE, the parties agree as follows:

1. University shall present Program as set forth in Exhibit A.
  - a. Limit on attendance. No more than 30 persons per course session may attend without the prior written approval of the University.
  - b. Reschedule/cancel of class. If User reschedules or cancels any training class within 10 calendar days of start date, User shall pay for all expenses incurred up to the date on which University receives notice of the reschedule or cancellation.
2. Term. The term of this agreement shall be from July 1, 2013 through June 30, 2014. All courses must be completed by June 30, 2014.
3. Termination. Either party may terminate this agreement by giving thirty (30) days' written notice to the other party.
4. Alteration, Amendment. No alteration of the terms of this agreement shall be valid or binding upon either party unless made in writing and signed by both parties. This agreement may be amended at any time by mutual agreement of the parties, expressed in writing and signed by both parties.

5. Fee & Payment. User shall pay University as set forth in Exhibit A. University will invoice User in arrears no more often than monthly for training completed. User shall pay University within thirty days (30) of User's receipt of University invoice. Failure to pay within thirty days may be deemed a material breach of this agreement and good cause for termination.
6. 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.
7. Insurance. University is self-insured under California law. University shall maintain this program of self-insurance throughout the term of this Agreement with retentions as follows:
  - a. General Liability (and professional liability) coverage with a per occurrence limit of a minimum of one million dollars (\$1,000,000).
  - b. Auto Liability including non-owned automobiles, with a minimums as follows:
    - 1) Bodily injury
      - a) Per person \$250,000
      - b) Per accident \$500,000
    - 2) Property damage \$50,000
  - c. Workers Compensation insurance in accordance with California state law.

If requested by User in writing University shall provide, upon receipt of a fully-executed Agreement, a Certificate of Self-Insurance naming User, its officers, agents, and employees, individually and collectively as additional insured (except for Worker's Compensation Insurance) for services provided under this Agreement.

Coverage shall apply as primary insurance and any other insurance or self-insurance maintained by the User, 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 User.

8. 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.
9. Use of University name. User 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. Relationship of parties. It is expressly understood and agreed that this agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between the parties.
11. 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. Either party may, by written notice to the other, change its own mailing address.

University:

Financial Services  
University Extension  
1333 Research Park Drive  
Davis, CA 95618

User:

Humboldt County Health & Human  
Services  
929 Koster Street  
Eureka, CA 95501

Additional University:

Center for Human Services  
UC Davis Extension  
1632 DaVinci Ct  
Davis, CA 95618

12. 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.

University is a land-grant institution with a mission of teaching, research, public service and patient care, and it is required to recover the full cost of providing services to non-University entities such as User, and as a non-profit entity, makes no profit. Therefore, University does not have reserves from which to pay for expenditures made on behalf of User for which it is not reimbursed. In the event of a force majeure, User shall be responsible for payment of all expenses incurred to the point at which University gives or receives notice of the impossibility. If the impossibility becomes permanent, University will make best efforts to cancel or mitigate all outstanding financial commitments, and User shall be responsible for the cost of any remaining obligations.


13. Assignment. This Agreement shall be binding upon the successors and assigns of the parties. Neither party may assign the Agreement without the prior written permission of the other party.
14. 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; sexual orientation; 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.

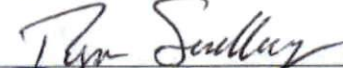
- 15. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 et seq. and section 87100 relating to conflict of interest of public officers and employees. University represents that it is unaware of any financial or economic interest of any public officer or employee of User relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, User may immediately terminate this Agreement by giving written notice.
- 16. 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.
- 17. 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.
- 18. 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.
- 19. Governing law. The laws of the State of California shall govern this agreement.
- 20. 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.

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

THE REGENTS OF THE  
UNIVERSITY OF CALIFORNIA

By   
 Name Dennis Pendleton  
 Title Dean, UC Davis Extension  
 Date 7/24/13

HUMBOLDT COUNTY HEALTH AND  
HUMAN SERVICES

By   
 Name Ryan Sundberg  
 Title Chair  
 Date 6-11-13

FEIN: 94-6036494

EXHIBIT A

**TRAINING PROGRAM**

1. 7.00 Unit(s) of training in the subject areas selected by the agency from the UC Davis Extension curriculum.
2. University will provide the following:
  - a. Needs assessment, curriculum planning and implementation
  - b. Coaching and transfer of learning activities.
  - c. Instructional and student services.
  - d. Instructional materials.
  - e. Evaluation and feedback.
  - f. Continuing education credit, if available.
  - g. Off-site training site and audio-visual equipment when on-site facility and equipment are not available. (Extra training units may be charged.)
  - h. Off-site coordination of training.
  - i. Food and non-alcoholic beverages when requested by the User in writing. (Extra training units may be charged.)
  - j. Any other items when requested by the User in writing and approved by University. (Extra training units may be charged.)
3. User will provide the following:
  - a. Training facility and audio-visual equipment.
  - b. On-site coordination of training.

Total cost of training under this agreement is	\$ 27,650.00
University's in-kind contribution	\$ 6,912.50
User's share of cost	\$ 20,737.50