



**COUNTY OF ORANGE
SOCIAL SERVICES AGENCY**

**CONTRACT
No. MA-063-16011090 ~~11011985~~**

WITH

**REGENTS OF THE UNIVERSITY OF CALIFORNIA, U.C.
DAVIS EXTENSION**

FOR

TRAINING SERVICES

WITH
REGENTS OF THE UNIVERSITY OF CALIFORNIA, U.C. DAVIS EXTENSION
FOR
TRAINING SERVICES

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SECTION I

This Agreement MA-063-16011090 11011985 (referred to as "Contract") is made and entered into upon execution of all necessary signatures between the County of Orange, Social Services Agency (SSA), a political subdivision of the State of California, with a place of business at 500 N. State College Blvd., Orange CA 92868-1673 4505 E. Warner Ave., Santa Ana, CA 92705 (referred to as "County"), and The Regents of the University of California, having its principal place of business at 1850 Research Park Drive, Suite 300 4632 Da Vinci Court, Davis, CA 95618 (referred to as "Contractor") for training services. County and Contractor may be individually referred to as "Party", or collectively as "Parties".

RECITALS

WHEREAS, County desires to enter into a Contract for training services; and

WHEREAS, Contractor is agreeable to supplying the training services (referred to as "Services") on the terms and conditions set forth hereinafter; and

WHEREAS, the County of Orange Board of Supervisors has authorized the Purchasing Agent or his designee to enter into a Contract with Contractor for obtaining said services; and

WHEREAS, County and Contractor agree that this Contract is effective upon mutual agreement of both parties and County of Orange Board of Supervisor's approval; and

NOW, THEREFORE, the parties mutually agree as follows:

ARTICLES

1. Scope Of Contract

This Contract specifies the contractual terms and conditions by which the County will enter into a Contract for the Services with Contractor. The services to be provided are more fully set for in Section III. Scope of Work, attached hereto and incorporated by this reference as if fully set forth herein.

2. Term Of Contract

The term of this Contract shall be for a three-year period from July 1, 2016 through June 30, 2019, unless otherwise terminated by the County. This Contract may be renewed thereafter for one additional three-year term upon mutual agreement of both parties. The County does not have to give a reason if it elects not to renew this Contract.

3. Compensation & Payment

Contractor agrees to provide the Services as set forth in Section III. Scope of Work at the fixed rates specified in Section IV. Compensation / Payment Schedule. The total cost of this Contract shall not exceed \$555,000.

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SECTION II

GENERAL TERMS AND CONDITIONS

A. Governing Law And Venue

This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for trial to another County.

B. Entire Contract

This Contract, when accepted by the Contractor either in writing or by the shipment of any article or other commencement of performance hereunder, contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or his designee, "Purchasing Agent."

C. Amendments

No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.

D. Taxes

Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax.

E. Delivery

Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.

F. Acceptance/Payment

Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.

G. Warranty

Contractor represents that it will perform the Scope of Work in good faith and in accordance with standards common among academic institutions.

~~Contractor expressly warrants that the goods/services covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended~~

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H. Patent/Copyright Materials/Proprietary Infringement

The University of California system undertakes no obligation to perform freedom to operate assessments on its research results.

~~Unless otherwise expressly provided in this CONTRACT, CONTRACTOR shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this CONTRACT. CONTRACTOR represents that any software/material as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Failure to do so will be considered breach of CONTRACT.~~

I. Assignment Or Sub-Contracting

The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned or sub-contracted by Contractor without the express written consent of County. Any attempt by Contractor to assign or sub-Contract the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.

J. Non-Discrimination

In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to all the penalties imposed for a violation of Section 1720 et seq. of the California Labor Code.

K. Termination

In addition to any other remedies or rights it may have by law, County has the right to terminate this Contract without penalty immediately with cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of Contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation except that County shall reimburse Contractor for all services rendered and all uncancellable obligations incurred prior to termination but are not related to the termination for cause.

~~In addition to any other remedies or rights it may have by law, the parties have the right to terminate this CONTRACT without penalty immediately with cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of CONTRACT, any misrepresentation or fraud. Exercise by COUNTY of its right to terminate the CONTRACT shall relieve COUNTY of all further obligation, except that COUNTY shall reimburse CONTRACTOR for all services rendered and all uncancellable obligations incurred. CONTRACTOR shall submit to COUNTY a final invoice within 30 days of termination under this paragraph.~~

L. Consent To Breach Not Waiver

No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

M. Remedies Not Exclusive

The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either party to any other remedies provided by law.

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N. Independent Contractor

Contractor shall be considered an independent Contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.

O. Performance

Contractor shall perform all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.

P. Insurance Provisions

Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance or maintain a program of self-insurance at Contractor's expense and to deposit with the County Certificates of Insurance, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with and to keep such insurance coverage and the certificates therefore on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a 0 by the appropriate line of coverage. Any self-insured retention (SIR) or deductible in an amount in excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

Qualified Insurer:

Minimum insurance company ratings as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com** shall be A-(Secure A.M. Best's Rating) and VIII (Financial Size Category).

The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier). If the carrier is a non-admitted carrier in the state of California and does not meet or exceed an A.M. Best rating of A-/VIII, CEO/Office of Risk Management retains the right to approve or reject carrier after a review of the company's performance and financial ratings. If the non-admitted carrier meets or exceeds the minimum A.M. Best rating of A-/VIII, the agency can accept the insurance.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

Coverage	Minimum Limits
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence

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Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence –

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of insurance:

- 1) An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, agents as Additional Insureds.
- 2) A primary non-contributing endorsement evidencing that the contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees.

All insurance policies required by this contract shall waive all rights of subrogation against the County of Orange and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable certificates of insurance and endorsements with County incorporating such changes within thirty days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

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The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

~~Neither termination of this CONTRACT nor completion of the acts to be performed under this CONTRACT shall release any party from its obligation to indemnify as to claims or cause of action asserted.~~

~~Without limiting The Center's liability for indemnification, The Center attests that it is self-insured and shall maintain in force at all times during the term of this CONTRACT, self-insurance covering its operations in the amounts acceptable to COUNTY.~~

~~The Center certifies it is self-insured against the perils of bodily injury/property damage, professional liability, workers' compensation. Should there be any material change in the provisions of the self-insurance program, The Center will provide thirty (30) days prior written notice to the COUNTY.~~

~~If The Center fails to maintain a program of self-insurance acceptable to the other party for the full term of this CONTRACT, COUNTY may terminate this CONTRACT.~~

~~Letter of self-insurance evidencing the required insurance coverage shall be mailed to the County of Orange/SSA Procurement Services, Attn: Deputy Purchasing Agent upon request.~~

Q. Bills And Liens

Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of paragraph "HH" below, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.

R. Changes

Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.

S. Change Of Ownership

Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of County.

T. Force Majeure

Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.

U. Confidentiality

Contractor agrees to maintain the confidentiality of all County and County related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees, except as otherwise required by the California Public Records Act.

V. Compliance With Laws

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Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "HH" below, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

W. Freight (F.O.B. Destination)

Contractor assumes full responsibility for all transportation scheduling, packaging, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.

X. Pricing

The Contract bid price shall include full compensation for providing all required goods, in accordance with required specifications, or services, as specified herein or when applicable, in the scope of services attached to this Contract, and no additional compensation will be allowed therefore, unless otherwise provided for in this Contract.

Y. Intentionally left blank

~~WAIVER OF JURY TRIAL~~

~~Each party acknowledges that it is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this CONTRACT and/or any other claim of injury or damage.~~

Z. Terms And Conditions

Contractor acknowledges that it has read and agrees to all terms and conditions included in this Contract.

AA. Headings

The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.

BB. Severability

If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

CC. Calendar Days

Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.

DD. Attorney Fees

In any action or proceeding to enforce or interpret any provision of this Contract, or where any provision hereof is validly asserted as a defense, each party shall bear its own attorney's fees, costs and expenses.

EE. Interpretation

This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and

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knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.

FF. Authority

The parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitute the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.

GG. Employee Eligibility Verification

The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this CONTRACT.

HH. Indemnification Provisions

Contractor agrees to indemnify, defend with counsel approved in writing by County (which approval shall not be unreasonably withheld), and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County of Orange Board of Supervisors acts as the governing Board ("County Indemnities") harmless from any claims, demands or liability of any kind or nature, including but not limited to patent, copyright or proprietary infringement personal injury or property damage, but only in proportion and to the extent that such claims, demands, or liability are directly caused by the performance provided by Contractor pursuant to this Contract.

~~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 attorney's fees), or claims from injury or damages arising out of the performance of this CONTRACT but only in proportion to and to the extent such liability, loss, expense, attorney's 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, employees and agents.~~

II. Audits/Inspections

Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of contractor for the purpose of auditing or inspecting any aspect of performance under this contract. The inspection and/or audit will be confined to those matters connected with the performance of the contract including, but not limited to, the costs of administering the contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the contractor's records before final payment is made.

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Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this contract.

Should the contractor cease to exist as a legal entity, the contractor's records pertaining to this agreement shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the County's project manager.

ADDITIONAL TERMS AND CONDITIONS

1. **Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximate, based upon the last usage. The Contractor agrees to supply services requested, as needed by the County of Orange, at prices listed in the Contract, regardless of quantity requested.
2. **Correspondence To Buyer:** Any correspondence related to the terms, prices and conditions of this Contract must be directed to the agency/department purchasing division to the attention of the assigned buyer. Correspondence not directed through the buyer for resolution will not be regarded as valid.
3. **Contractor Bankruptcy/Insolvency:** If the Contractor should be adjudged bankrupt or should have a general assignment for the benefit of its creditors or if a receiver should be appointed on account of the Contractor's insolvency, the County may terminate this Contract.
4. **Conflict Of Interest:** Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interest of the County.

~~The CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the COUNTY. This obligation shall apply to the CONTRACTOR; the CONTRACTOR'S employees, agents, and relatives; sub-tier CONTRACTORS; and third parties associated with accomplishing work and services hereunder. The CONTRACTOR'S efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the COUNTY.~~

5. **Re-Procurement Costs:** In the case of default by Contractor, the County of Orange may procure the service from other sources and, if the cost is higher, Contractor will be held responsible to pay the County the difference between the price agreement cost and the price paid. The price paid by the County of Orange shall be the prevailing market price at the time such services are rendered. This is in addition to any other remedies available under law.
6. **State Funds - Audits:** When and if state funds are used in whole or part to pay for the goods and/or services under this Contract the Contractor agrees to allow the Contractor's financial records to be audited by auditors from the state of California, the County of Orange or a private auditing firm hired by the state or the County. The County or state shall provide reasonable notice of such audit.
7. **Fiscal Appropriations:** This Contract is subject to and contingent upon applicable budgetary appropriations being approved by the County of Orange Board of Supervisors for each fiscal year during the term of this Contract. If such appropriations are not approved, the Contract will be terminated without penalty to the County.

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8. **Contingency Of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may also be contingent upon the receipt of funds from, and/or appropriation of funds by, the state of California to County. If such funding and/or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
9. **Termination – Orderly:** After receipt of a termination notice from the County of Orange, the contractor shall submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the contractor. Upon termination County agrees to pay the contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation plus previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of execution of the Contract. In addition, each party will assist the other party in orderly termination of this Contract and the transfer of all aspects, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each party.
10. **Termination – Default:** If Contractor is in default of any of its obligations under this Contract and has not commenced cure within ten days after receipt of a written notice of default from County and cured such default within the time specified in the notice, the County shall immediately be entitled to either commence resolution in accordance with this paragraph or to terminate this Contract by giving written notice to take effect immediately. Default shall include failure to carry out any of the requirements of this Contract, including, but not limited to not providing enough properly skilled workers or proper materials, persistently disregarding laws and or ordinances, not proceeding with the work as agreed to herein, or otherwise substantially violating any provision of this Contract. Upon termination of the Contract with Contractor, the County may begin negotiations with a third-party Contractor to provide goods and/or services as specified in this Contract.
- The right of either party to terminate this Contract hereunder shall not be affected in any way by its waiver of or failure to take action with respect to any previous default.
11. **Agency Debarment:** Upon award of Contract, the Contractor will be required to certify that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. The Contractor is required to complete such certification before entering into this Contract.
12. **Equal Employment Opportunity:** The Contractor shall comply with U.S. Executive Order 11426 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

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Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

13. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

FOR COUNTY:	FOR CONTRACTOR:
County of Orange	Regents of the University of California, U.C. Davis
SSA/Procurement Services	1632 Da Vinci Court
500 N. State College Blvd., 5th Floor	Davis, CA 95618
Orange, CA 96868-1673	Attn: Stephanie Altamirano
Attn: Angie Villalpando	Telephone: (530) 757-8546
Telephone: (714) 541-7768	awards@ucdavis.edu
Fax: (714) 541-7772	

COPY TO:
County Of Orange
SSA/Training & Career Development (TCD)
1928 S. Grand Ave., Bldg. A-30
Santa Ana, CA 92705
Attn: Brenda Wilson
Telephone: (714) 435-4646

14. **County Of Orange Child Support Enforcement (Within 30 Days Of Award Of Contract):** In order to comply with the child support enforcement requirements of the County of Orange, within 30 days of award of Contract, the contractor agrees to furnish to the Contract administrator, the Purchasing Agent, or the agency/department deputy purchasing agent:
- A. In the case of an individual contractor, his/her name, date of birth, Social Security number, and residence address;
 - B. In the case of a contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity;
 - C. A certification that the contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and
 - D. A certification that the contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

Failure of the contractor to timely submit the data and/or certifications required or to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.

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15. **Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.
16. **Adjustments – Scope of Work:** No adjustments made to the scope of work will be authorized or paid for without prior written approval of the County assigned Deputy Purchasing Agent.
17. **Contractor's Records:** The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three years after final payment is received from the County. Storage of records in another County will require written approval from the County of Orange assigned buyer.
18. **Interpretation of Contract:** In the event of a conflict or question involving the provisions of any part of this CONTRACT, interpretation and clarification as necessary shall be determined by the COUNTY'S assigned buyer. If disagreement exists between the CONTRACTOR and the COUNTY'S assigned buyer in interpreting the provision(s), final interpretation and clarification shall be determined by the COUNTY'S Purchasing Agent or his designee.
19. **Disputes – Contract:** The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this contract is not disposed of in a reasonable period of time by the contractor's project manager and the County's project manager, such matter shall be brought to the attention of the County Purchasing Agent by way of the following process:
 1. The contractor shall submit to the agency/department assigned buyer a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this contract, unless the County, on its own initiative, has already rendered such a final decision.
 2. The contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the contract, the contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the contract adjustment for which the contractor believes the County is liable.

Pending the final resolution of any dispute arising under, related to, or involving this contract, the contractor agrees to diligently proceed with the performance of this contract, including the delivery of goods and/or provision of services. The contractor's failure to diligently proceed shall be considered a material breach of this contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Purchasing Agent or his designee. If the County fails to render a decision within 90 days after receipt of the contractor's demand, it shall be deemed a final decision adverse to the contractor's contentions. The County's final decision shall be conclusive and binding regarding the dispute unless the contractor commences action in a court of competent jurisdiction to contest such decision within 90 days following the date of the County's final decision or one year following the accrual of the cause of action, whichever is later.

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20. **Breach of Contract:** The failure of the contractor to comply with any of the provisions, covenants or conditions of this contract shall be a material breach of this contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this contract:
1. Afford the contractor written notice of the breach and ten calendar days or such shorter time that may be specified in this contract within which to cure the breach;
 2. Discontinue payment to the contractor for and during the period in which the contractor is in breach; and
 3. Offset against any monies billed by the contractor but yet unpaid by the County those monies disallowed pursuant to the above.
21. **Americans with Disabilities Act (ADA):** Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22: California Government Code, Sections 11135, et seq; and other federal and state laws and executive orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities.
- ~~22. **NONDISCRIMINATION STATEMENT OF COMPLIANCE:** The CONTRACTOR'S signature affixed hereon and dated shall constitute a certification under penalty of perjury under the laws of the state of California that the CONTRACTOR has, unless exempted, complied with the nondiscrimination program requirements of Government Code Section 12900 (a-f) and Title 2, California Code of Regulations, Section 8103.~~
- ~~23. **NEWS/INFORMATION RELEASE:** The CONTRACTOR agrees that it will not issue any news releases in connection with either the award of this CONTRACT or any subsequent amendment of or effort under this CONTRACT without first obtaining review and written approval of said news releases from the COUNTY through the COUNTY'S Project Manager.~~

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SECTION III

SCOPE OF WORK

INTRODUCTION:

Background

County of Orange Social Services Agency (SSA) has contracted trainings with Regents of the University of California, U.C. Davis Extension (The Center) since 1998. The Center is designed to serve and educate professionals who serve vulnerable children, adults and families. The Centers' mission is to lead in disseminating knowledge and skills and Human Services through quality training and professional services. The Center translates research and theory into practice, foster partnerships, increase capacity and create opportunities for individuals, agencies and communities. The Center is dedicated to improving the quality of life for vulnerable children, adults and families.

The Center began in 1979. Later in the 1990's, the Center extended its services to public agencies throughout California. More than 50 of the 58 California counties Contract for training with the Center. Since the spring of 1998, SSA has contracted with the Center to develop and provide training on a variety of topics to its agency staff.

Objective

The objective of this scope of work is to define a multi-year agreement between SSA and the Center. This Contract includes topics addressing training needs for all SSA staff. These topics include:

- Leadership, Management and Supervision
- Adult Services and In-Home Supportive Services
- Eligibility (CalWORKs/Medi-Cal)
- Child Welfare
- Staff Development and Training
- Additional Programs

The goal is to develop a flexible, multi-year contract that shall include training provided by the Center to Orange County staff as requested by SSA and agreed to by the Center.

CONTRACTOR RESPONSIBILITIES:

1. Training Design

The Center shall develop and design training in each topic area based on the most up to date research and information possible. This training is to reflect current legislation, and best practice, in addition to specific input and feedback from SSA. Customized training shall also be developed at the request of SSA.

2. Training Descriptions and Attendance Data

The Center shall be responsible to create class curriculum descriptions including a general description of the course, course objectives and a course agenda when appropriate. This shall include creation of course flyers for marketing as well.

Attendance data to include number and identity of students attending each course by date. Data about students completing each course shall be shared with SSA. The Center shall be responsible to provide

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attendance records with SSA. These records shall indicate staff who completed the class, staff who were absent from the class and staff who did not complete the class. This type of data shall also apply to any series of courses or certificate programs involving SSA students.

3. Training Materials and Equipment

The Center shall be responsible to create, duplicate and provide all in class handouts and training materials to be distributed during training sessions.

SSA shall provide training presentation equipment for use by the Center's Instructors. Training presentation equipment shall include microphone and public address sound system, overhead projector and screen, TV, VCR, DVD player, laptop computer with internet connectivity and standard Microsoft office programming and data projector. All equipment shall be made available to the Center's Instructors upon request. Technical assistance shall also be provided by SSA when requested in advance.

The price of all training materials distributed to students shall be included in the cost per class rate charged by the Center. SSA shall provide the use of the equipment listed here at no cost.

4. Continuing Education

The Center is a certified provider of continuing education credits for Licensed Clinical Social Worker (LCSW's), Marriage and Family Therapist (MFT's), licensed Clinical Psychologist, Registered Nurses and Probation Officers. The Center shall identify specific courses to be appropriate for continuing education credits. SSA shall request, in advance, for the Center to consider and provide continuing education credits when appropriate. When continuing education credits are provided, the Center will do so at no cost to the student or SSA. Continuing education shall include continuing education credits for LCSW's and MFT's or licensed Clinical Psychologist, continuing education contact hours for Registered Nurses and standards and training for corrections hours Standards and Training for Corrections (STC) for Probation Officers.

5. Other Issues

Video- taping of the Center's classes is possible by mutual agreement between the Center and SSA. This arrangement shall be assessed on a class-by-class basis. Videotaped trainings will become the property of SSA with the agreement that videotapes to be used within the County of Orange to county staff or community partners and not to be sold or shared with agencies outside of Orange County.

The Center shall design transfer of learning activities and tools into each training as appropriate. Transfer of learning, pre and post class tools and activities shall be included at the mutual agreement of the Center and SSA.

Training evaluation to always include in class training evaluation feedback by individual students. Further training evaluations after the completion of class to include incorporation of class knowledge and skills on the job to be mutually designed and implemented by the Center and SSA on a class-by-class basis.

Training registration and class enrollment to be coordinated by SSA. Day of class attendance records shall be completed by the Center and shall be shared with SSA within one week following the completion of the class.

6. Training Class schedule request

Training classes should be arranged and scheduled at the request of SSA. For classes that are currently developed and designed, most classes will be able to be scheduled within six weeks from the date of request. Customized classes, which need to be researched, developed and designed, shall require additional time to be determined on a class-by-class basis.

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The amount and frequency of classes to be scheduled shall vary year to year and program to program. There is no such number or quantity of classes to be arranged at this time. Numbers and frequencies of classes shall be arranged on an as-needed basis.

7. Training Classes location

Most training shall be provided at designated County of Orange facilities. The exact location and time of all courses shall be coordinated between the Center and SSA in advance. In special circumstances, training shall be arranged in non-county facilities at the agreement of SSA and the Center, and additionally training slots shall be provided to Orange County staff outside of Orange County as agreed to by SSA and the Center.

8. Contract Performance

Three methods will be used to judge Contract performance.

- Individual and Class Evaluations

Individual student class evaluations and summarized class evaluation reports. Each class provided by the Center shall include an individual student evaluation at the end of course unless otherwise agreed to by the Center and SSA. The Center shall be responsible to provide copies of individual student evaluations and/or class summaries which include number of students or percentage of students rating the course on a continuum and comments made or written by students on course evaluations.

- Planning and Assessment

The Center and SSA shall engage in planning and assessment activities on an as-needed basis. These activities shall include meetings, research, assessment and planning. This shall include assessment of past training successes, goals for future training and an action plan to implement changes and improvement. The Center and SSA shall engage in regular communication and collaboration via telephone, email and regular meetings.

- Transfer of Learning

The Center and SSA shall work together to develop a transfer of learning assessment plan. This shall include the development of tools, surveys and assessments designed to evaluate the successful transfer of skills and knowledge from the classroom to being implemented on the job by students. Transfer of learning assessments and activities shall be addressed at regular meetings between the Center and County of Orange Social Services Agency. The frequency of these meetings shall be at a minimum of one time per calendar year.

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SECTION IV

COMPENSATION/PAYMENT SCHEDULE

This is a fixed amount Contract between County and Contractor for training services for SSA/Training & Career Development, and the "not to exceed amount" for the three-year term of this Contract is \$555,000.

A. COMPENSATION

Terms of Payment: Payment for all services shall be made to the Contractor within 30 calendar days of receipt of a valid invoice in a format acceptable to the County. The invoice must first be verified and approved by the using agency/department and is subject to routine processing requirements of the County.

Payment in Arrears: Invoices are to be submitted in arrears for services rendered. Billing shall cover services not previously invoiced. Invoices are to be submitted to the user agency/department, to the "ship to" address, for verification and approvals.

Payments made by the County shall not preclude the right of the County to thereafter dispute any services involved or billed under this Contract and shall not be construed as acceptance of any part of the order.

Invoice Submittal: Responsibility for providing an acceptable invoice rests with the Contractor.

An acceptable invoice format shall minimally include:

- A. Contractor's name and address;
- B. Invoice number and date;
- C. Name of County agency/department ordering services/goods;
- D. Description of services and date ordered;
- E. Contract No. MA-063-16011090;
- F. Total Invoice Amount;
- G. Contractor's federal taxpayer's ID number; and
- H. Contractor's remittance address (if different from line A)

Contractor shall submit invoices for payment processing to the following address:
 Social Service Agency/Procurement Services
 Attn: Processing Desk (MA)
 500 N. State College Blvd., 5th Floor
 Orange, CA 92868-1673

B. PAYMENT SCHEDULE

The cost shall be based on actual hours worked at the rates specified below:
 The rate is \$3,555 per day for the first term of this agreement.

Net Daily rate: \$3,555

The net daily rate shall be inclusive of the following:

- Up to 30 participants per training session
- Agency staff as well as community partners
- Needs assessment
- Customized training and services
- Expert instructors and consultants
- Course materials and evaluations

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SECTION V

SIGNATURE PAGE

The Parties hereto have executed this Contract on the dates shown opposite their respective signatures below.

REGENTS OF THE UNIVERSITY OF CALIFORNIA, U.C. DAVIS EXTENSION*

By _____	By _____
Print _____	Print _____
Name _____	Name _____
Title _____	Title _____
_____ Corporate Officer	_____ Corporate Officer
Date _____	Date _____

*If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signator to bind the corporation.

COUNTY OF ORANGE

a political subdivision of the State of California

By _____	Date _____
Print _____	_____
Name _____	Title _____

COUNTY OF ORANGE

COUNTY COUNSEL

Approved as to Form:

By _____	Date _____
Deputy County Counsel	