



**COUNTY OF ORANGE  
SOCIAL SERVICES AGENCY**

**CONTRACT  
No. MA-063-14011595 ~~11011985~~**

**WITH**

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

**FOR**

**TRAINING SERVICES**

**CONTRACT NO. MA-063-14011595 11011985**  
**TRAINING SERVICES**  
**FOR**  
**COUNTY OF ORANGE**  
**SOCIAL SERVICES AGENCY**

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**CONTRACT NO. MA-063-14011595 44041985**  
**TRAINING SERVICES**  
**FOR**  
**COUNTY OF ORANGE**  
**SOCIAL SERVICES AGENCY**

THIS CONTRACT MA-063-14011595 44041985 for Training Services (hereinafter referred to as "CONTRACT") is made and entered into by and between **Regents of The University of California, U. C. Davis Extension** with a place of business at 1632 Davinci Court, Davis, CA 95618, hereinafter referred to as "CONTRACTOR," and the COUNTY of Orange, Social Services Agency (SSA), a political subdivision of the State of California, with a place of business at 1505 E. Warner Ave., Santa Ana, CA 92705 (hereinafter referred to as "COUNTY") which are sometimes individually referred to as "Party" or collectively referred to as "Parties".

**RECITALS**

WHEREAS, COUNTY desires to obtain training services; and

WHEREAS, CONTRACTOR is agreeable to the rendering of such services on the terms and conditions hereinafter set forth; 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:

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 procure and receive training services from CONTRACTOR. The services to be provided are more fully set for in the attached Scope of Work, Exhibit A attached hereto and incorporated by this reference as if fully set forth herein.

**2. TERM OF CONTRACT**

The term of this CONTRACT shall be effective from July 1, 2014 2014 through June 30, 2016 2014 upon execution by all necessary parties. ~~This CONTRACT is renewable for one additional two-year period.~~

**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, hereinafter "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. Overshipments and undershipments 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 as having conformed to the Scope of Work, Exhibit A.

### **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 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.

### **H. PATENT/COPYRIGHT MATERIALS/PROPRIETARY INFRINGEMENT**

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, 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 uncancelable 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.

#### **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; conform to the Scope of Work, Exhibit A. 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**

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 "GG" 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.

**V. COMPLIANCE WITH LAWS**

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 "GG" 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. 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.

**X. TERMS AND CONDITIONS**

CONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this CONTRACT.

**Y. 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. 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.

## **AA. 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.

## **BB. CALENDAR DAYS**

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

## **CC. 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.

## **DD. 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 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.

## **EE. 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.

## **FF. 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.

## **GG. INDEMNIFICATION PROVISIONS**

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.

## **ADDITIONAL TERMS AND CONDITIONS**

- 1. CONTINGENCY OF FUNDS:** CONTRACTOR acknowledges that funding or portions of funding for this CONTRACT may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to COUNTY; and inclusion of sufficient funding for the services hereunder in the budget approved by COUNTY'S Board of Supervisors for each fiscal year covered by this CONTRACT. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, COUNTY may immediately terminate or modify this CONTRACT without penalty.
- 2. 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.
- 3. 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.
- 4. CONFLICT OF INTEREST – CONTRACTOR'S PERSONNEL:** 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. 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.
- 6. 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 for a period of three years after final payment is received from the COUNTY.
- 7. CORRESPONDENCE TO BUYER – CONTRACT:** 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.
- 8. 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.



**9. 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 deliver, 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:**  
**Orange COUNTY**  
**Social Services Agency/Purchasing**  
1505 E. Warner Ave.  
Santa Ana, CA 92705  
Attn: Angie Villalpando, PCS  
Telephone: (714) 825-8640  
Fax: (714) 825-3201  
[Angie.Villalpando@ssa.ocgov.com](mailto:Angie.Villalpando@ssa.ocgov.com)

**FOR CONTRACTOR:**  
**Regents of the University of California**  
U.C. Davis Extension/ Human Services  
1632 Davinci Court  
Davis, CA 95618  
Attn: Jann Donnenwirth, Program Director- H.S.  
Telephone: (530) 754-1499  
Fax: (530) 754-5104  
[jdonnenwirth@ucdavis.edu](mailto:jdonnenwirth@ucdavis.edu)

**COPY TO:**  
**COUNTY of Orange**  
**Social Services Agency/HRCD**  
1928 S. Grand Ave.  
Santa Ana, CA 92705  
Attn: Joanne Munro  
Telephone: (714) 435-7393  
Fax: (714) 435-7410  
[Joanne.Munro@ssa.ocgov.com](mailto:Joanne.Munro@ssa.ocgov.com)

**COPY TO:**  
**Regents of the University of California**  
1850 Research Park Drive, Suite 300  
Davis, CA 95616-6153  
Attn: Marie Rossi  
Contract and Grant Analyst  
Telephone: (530) 754-8062  
Fax: (530) 752-8229  
[mtrossi@ucdavis.edu](mailto:mtrossi@ucdavis.edu)

**10. DISPUTES:** 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:

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.

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 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.

**11. 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 addition to any other remedies available at law, in equity, or otherwise specified in this CONTRACT, COUNTY shall:

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.
4. COUNTY may terminate the CONTRACT immediately without penalty.

**12. TERMINATION - DEFAULT:** If CONTRACTOR is in default of any of its obligations hereunder and CONTRACTOR has not commenced cure within ten days and cured such default within ten days of receipt of written notice of default from COUNTY, COUNTY shall immediately be entitled to either commence resolution in accordance with this paragraph or to terminate this CONTRACT by giving notice to take effect immediately and begin negotiation with a third party vendor to provide services.

If 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 CONTRACTOR'S insolvency, the COUNTY may also terminate this CONTRACT.

CONTRACTOR shall not be or deemed to be in default hereunder for non-negligent delay or failure to perform under this CONTRACT or for any interruption in providing services resulting, directly or indirectly, from any cause not within CONTRACTOR'S control.

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.

**13. USAGE:** No guarantee is given by the COUNTY to the CONTRACTOR regarding usage of this CONTRACT. The CONTRACTOR agrees to supply services requested, as needed by the COUNTY, at prices listed in the CONTRACT, regardless of quantity requested.

**14. 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.

**15. FISCAL APPROPRIATIONS, SUBJECT TO:** 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.

**16. 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.

**17. 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.

**18. 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.

**SIGNATURE PAGE**

**CONTRACT NO. MA-063-11011985  
TRAINING SERVICES  
FOR  
COUNTY OF ORANGE  
SOCIAL SERVICES AGENCY**

IN WITNESS WHEREOF, the parties hereto certify that they have read and understand all the terms and conditions contained herein and have hereby executed this Contract on the dates shown opposite their respective signatures below.

**REGENTS OF THE UNIVERSITY OF CALIFORNIA,  
U. C. Davis Extension,**

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

By: \_\_\_\_\_  
SIGNATURE\*

Title: \_\_\_\_\_  
CONTRACTOR

By: \_\_\_\_\_  
SIGNATURE\*

Title: \_\_\_\_\_  
CONTRACTOR

COUNTY OF ORANGE, a Political  
Subdivision of the State of California

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

By: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_  
Deputy County Counsel

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

\*IF A CORPORATION, TWO CORPORATE OFFICERS MUST SIGN THE DOCUMENT; THE FIRST SIGNATURE MUST BE EITHER THE CHAIRMAN OF THE BOARD, PRESIDENT, OR ANY VICE PRESIDENT. THE SECOND SIGNATURE MUST BE THE SECRETARY, AN ASSISTANT SECRETARY, THE CHIEF FINANCIAL OFFICER, OR ANY ASSISTANT TREASURER.

**EXHIBIT A  
CONTRACT NO. MA-063-11011985  
TRAINING SERVICES  
FOR  
COUNTY OF ORANGE  
SOCIAL SERVICES AGENCY**

**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 center's 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 their 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 will 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 will 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 will 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 may 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 may 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 attendance records with SSA. These records will 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 may also to apply to any series of courses or certificate programs involving SSA students.

### 3. Training Materials and Equipment

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

SSA to provide training presentation equipment for use by the Center's Instructors. Training presentation equipment to 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 to be made available to the Center's Instructors upon request. Technical assistance may also be provided by SSA when requested in advance.

The price of all training materials distributed to students to be included in the cost per class rate charged by the Center. SSA will 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 LCSW's, MFT's, licensed Clinical Psychologist, Registered Nurses and Probation Officers. U.C. Davis may identify specific courses to be appropriate for continuing education credits. SSA may request, in advanced, 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 may 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 (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 to be assessed on a class by class basis. Video taped 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 to design transfer of learning activities and tools into each training as appropriate. Transfer of learning, pre and post class tools and activities to 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 to be completed by the Center and to 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, will require additional time to be determined on a class-by-class basis.

The amount and frequency of classes to be scheduled to 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 to be arranged on-going 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 to be coordinated between the Center and SSA in advance. In special circumstances, training may be arranged in non-county facilities at the agreement of SSA and the Center, and additionally training slots may 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 to engage in planning and assessment activities on an as needed basis. These activities to include meetings, research, assessment and planning. This may include assessment of past training successes, goals for future training and an action plan to implement changes and improvement. The Center and SSA to engage in regular communication and collaboration via telephone, email and regular meetings.
- **Transfer of Learning**  
The Center and SSA to work together to develop a transfer of learning assessment plan. This may 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 to 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.

**EXHIBIT B**  
**CONTRACT NO. MA-063-11011985**  
**TRAINING SERVICES**  
**FOR**  
**COUNTY OF ORANGE**  
**SOCIAL SERVICES AGENCY**

**PRICING STRUCTURE/COMPENSATION**

This is a fixed amount CONTRACT between COUNTY and CONTRACTOR for training services for SSA/Programs, and the "not to exceed amount" for the ~~two-year~~ ~~three-year~~ term of this CONTRACT is ~~\$370,000~~ ~~554,268.00~~.

~~This CONTRACT is subject to one additional two-year renewal term.~~ If CONTRACTOR is considering requesting a price adjustment, CONTRACTOR shall provide COUNTY with a 30-day advance notice. The COUNTY requires bona fide proof in writing for any price adjustment request. The request is subject to COUNTY'S approval. No retroactive price adjustment will be considered. The COUNTY may enforce, adjust, negotiate or take any other action it deems appropriate as it deems fit. Adjustments increasing to the CONTRACTOR'S profit will not be allowed.

Pricing structure:

The cost shall be based on actual hours worked at the rates specified below:

The rate is \$4,180.00 per training day less a 15% University (CONTRACTOR) match for a net cost to the COUNTY of \$3,553.00 per day for the first term of this agreement.

Net Daily rate: \$3,553.00

The net daily rate should 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

For COUNTY use only: Auditor Controller is authorized to make payment upon submission of invoice(s).  
Non-encumbered CONTRACT.

**COMPENSATION:**

The CONTRACTOR agrees to accept the specified compensation as set forth in this CONTRACT as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the CONTRACTOR of all its duties and obligations hereunder.

**PAYMENT TERMS – PAYMENT IN ARREARS:**

Invoices are to be submitted monthly, in arrears to the SSA/Purchasing as directed in this CONTRACT. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the CONTRACTOR.



Billing shall cover services not previously invoiced. The CONTRACTOR shall reimburse the County of Orange for any monies paid to the CONTRACTOR for goods or services not provided or when goods or services do not meet the CONTRACT requirements.

Payments made by the COUNTY shall not preclude the right of the COUNTY from thereafter disputing any items or services involved or billed under this CONTRACT and shall not be construed as acceptance of any part of the goods or services.

**TAXPAYER ID NUMBER:**

The CONTRACTOR shall include its taxpayer ID number on all invoices submitted to the COUNTY for payment to ensure compliance with IRS requirements and to expedite payment processing.

**PAYMENT-INVOCING INSTRUCTIONS:**

The CONTRACTOR will provide a two-part invoice on the CONTRACTOR'S letterhead for services rendered. Each invoice shall include the following information:

1. CONTRACTOR'S name and address
2. Invoice number and invoice date
3. Name of COUNTY agency/department using services
4. Describe services rendered, date, and daily rate
5. Agreement number MA-063-14011595 44011985
6. Total
7. CONTRACTOR'S remittance address (if different)

CONTRACTOR shall submit invoices for payment processing to the following address:

County of Orange  
Social Services Agency/Purchasing  
Attn: Payment Processing Desk  
888 N. Main St. 4505 E. Warner Ave.  
Santa Ana, CA 92705

Contracts desk:

Invoices and any attached supporting documentation shall be pre-approved by the SSA/HRCD Program Manager or designee prior to invoice payment processing.