



UC DAVIS EXTENSION  
www.extension.ucdavis.edu

1333 RESEARCH PARK DRIVE  
DAVIS, CALIFORNIA 95618-4852

Agreement C000113527

Agreement for Services  
UC Davis Extension

This Agreement is made this 1st day of June, 2017, by and between The Regents of the University of California, a California corporation ("University") acting for and on behalf of the Davis campus UC Davis Extension Northern California Training Academy, and Mendocino County Health and Human Services Agency ("Client.")

TERMS AND CONDITIONS

1. Definition Of Service. Services of University's Organizational Assessment will be furnished to Client only for the purposes stated in the Exhibit A, attached. Additional work will be performed only if authorized in advance by written amendment to this agreement executed by both parties.
2. Term. The term of this agreement shall be from June 1, 2017 through June 30, 2018.
3. Termination. This agreement shall be subject to termination by either party at any time, upon 30 days written notice to the other party.
4. Contacts & Notice. Any notice, request, or inquiry regarding the provisions of this agreement, its termination, or similar matters shall be directed to the following addresses:

University:  
Financial Services  
UC Davis Extension  
1333 Research Park Drive  
Davis, California 95618  
(530) 757-8669

Client:  
Mendocino County HHSA  
Family & Children's Services  
Attn: Jena Conner  
P.O. Box 839  
Ukiah, CA 95482  
(707) 463-7971

Questions about the services should be directed to:

University:  
Susan Brooks  
UC Davis Extension  
1632 Da Vinci Court  
Davis, California 95618  
(530) 757-8587

Client:  
Mendocino County Family & Children's Services  
Attn: Jena Conner  
P.O. Box 839  
Ukiah, CA 95482  
(707) 463-7971

5. Alteration, Amendment. No alteration of the terms of this agreement shall be valid or binding upon either party unless made in writing and signed by both parties. This agreement may be amended at any time by mutual agreement of the parties, expressed in writing and signed by both parties.

6. Rates. Charges for services rendered under this agreement shall be in accordance with Exhibit B.
7. Payment Of Charges. Client shall pay for services rendered by University within thirty (30) days following receipt of University's invoices. University shall have the right to terminate this agreement without notice if Client fails to pay charges for services rendered hereunder within sixty (60) days following Client's receipt of University's invoice. Client shall pay University for all services rendered up to the date of termination of this agreement, regardless of the reason for termination.
8. Disclaimer Of Warranty. UNIVERSITY MAKES NO WARRANTY AS TO RESULTS TO BE OBTAINED BY THE CLIENT FROM THE USE OF ANY SERVICES AND/OR FACILITIES PROVIDED BY UNIVERSITY UNDER THIS AGREEMENT, AND THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT OF THIRD PARTY RIGHTS.
9. Non-Liability Of University.
  - A. University shall not be liable, by reason of its performance, delay in performance, or nonperformance under this agreement, for any loss of profits or revenues, claims against Client by any third party, or special, incidental, indirect, punitive or consequential damages, even if foreseeable or if University is advised of the possibility of such loss, claims, or damages. Client agrees that University's liability hereunder for damages, regardless of the form of action, shall not exceed the total of all charges paid by Client for the particular services rendered.
  - B. University shall incur no liability to Client or to any third party for loss or destruction of or damage to any data, equipment, or other property brought upon University premises by Client or delivered to University by Client in connection with this agreement. Client accepts all liability for risk of loss to any and all such property.
10. Indemnification And Insurance Of Client. Each party agrees to indemnify and hold harmless the other party, its officers, employees and agents, from and against any and all liability, loss, expense, attorneys' fees or claims for injury or damages directly resulting from this agreement, 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, agents or employees.
11. Confidentiality Of Information. University shall use its best efforts, consistent with its established policies and procedures, to protect the confidentiality of any information furnished to it by Client in connection with this agreement and designated by Client, in writing, as confidential. Client agrees to reimburse University in full for any costs it may incur in order to protect information, in accordance with Client's request, by means not normally employed by the University for that purpose; Client understands and agrees, however, that University shall have no obligation to comply with any such request of Client.
12. University Name. No form of University's name shall be used in any form or manner in advertisements, reports or other information released to the public without the prior written approval of University.
13. Relationship Of The Parties. The parties to this agreement shall be and remain at all times independent contractors, neither being the employee, agent, representative, or sponsor of the other in their relationship under this agreement.
14. Time Limit For Action. No action, regardless of form, arising from transactions under this agreement may be brought by either party more than one year after the cause of action has accrued.

15. Severability of Terms. In the event of any conflict between any provisions of this agreement and any applicable law, rule or regulation, this agreement shall be modified only to the extent necessary to eliminate the conflict and the rest of the agreement shall remain unchanged and in full force and effect.
16. Governing Law. This agreement shall be construed and enforced in accordance with the laws of the State of California; parties agree to resort solely to the courts of the State of California for any relief under this agreement.
17. Whole Agreement. This agreement constitutes the entire understanding of the parties respecting the subject matter hereof and supersedes any prior understanding or agreement between them, written or oral, regarding the same subject matter.

In witness whereof, the parties have executed this agreement on the day and year first written above.

THE REGENTS OF THE  
UNIVERSITY OF CALIFORNIA

By

*See page 3a*

Paul M. McNeil, Dean  
UC Davis Extension

Date

CLIENT

By

*A. Molgaard*

Anne Molgaard  
HHSA Chief Operations Officer

Date

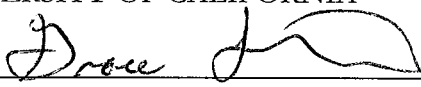
*5/21/17*

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THE REGENTS OF THE  
UNIVERSITY OF CALIFORNIA

By   
Grace Liu, J.D.  
Associate Director, Sponsored Programs

Date 6/1/2017

CLIENT

By See Page 3  
Anne Molgaard  
HHSA Chief Operations Officer

Date \_\_\_\_\_

Exhibit A  
Work Description

Description of work to be performed:

1. University will provide the following:
  - a. Provide consultants to support the recommended implementation plan developed from the organizational assessment of Mendocino County's HHSA/Family & Children's Services as follows:
    - i. Create and communicate a strategic plan for improvement using a data dashboard template that is user friendly for supervisors and staff to monitor outcomes on a regular basis during unit meetings and all staff meetings
    - ii. Provide two day consultation on coaching based supervision
    - iii. Provide one to two days technical assistance on the Structured Decision Making (SDM) Emergency Response Hotline Tool to assess and potentially reorganize the current process
    - iv. Provide one day review on SDM assessments to assess and review all entries into child welfare
    - v. Provide consultation on how to increase collaboration with county stakeholders including County Counsel and Resource Families
  - b. Arrange and provide the following program development as recommended by the implementation plan developed from the organizational assessment of Mendocino County's HHSA/ Family & Children's Services as follows but not limited to:
    - i. 4.5 day consultation overview of the SCARF model and impact on the daily work environment. Provided to leadership and all staff to understand the concepts of SCARF and how they can influence the organizational culture and personal engagement in the workforce and their work with families.
    - ii. 2 days of follow up for leadership (deputy director, managers and supervisors) to integrate SCARF into leadership and provide an orientation of consideration on ways to support staff as they lead organizational change.
    - iii. 2 days consultation on Secondary Traumatic Stress for all staff and supervisors to integrate strategies into their case consultations with social work staff and developing ongoing system support for Secondary Traumatic Stress.
    - iv. Approximately 8 days of conducting a workload study with the goal of determining what tasks are part of a social work practitioner workload and what tasks can be completed by others in the system to better estimate a reasonable caseload size, develop consistency of practice and maximize workforce expertise.

- v. 4 days of program development on improving the use of SDM safety and risk assessments, safety planning process and critical thinking skills for social workers including:
  - 1. Working with supervisors around strategies for integrating SDM assessments into case consultations
  - 2. Providing technical assistance on RED Teams and the integration of assessments into RED Teams
  - 3. Focused on SDM tools- Strengths & Needs Assessments and Risk Reassessments.
- vi. 2 days of consultation on the value of being a permanency focused organization, providing the opportunity to explore bias and assumptions about permanency that can impact decisions and processes.
- vii. 1 day overview on enhanced family finding to refine and increase the practice of family finding.
- viii. 3 days of program development and coaching on establishing a Continuous Quality Improvement (CQI) Team to refine and implement a strong CQI process building on case reviews, SDM case readings and other tools to establish a strong foundation for program improvement as part of a learning organization.

2. County will cooperate with University's subject matter experts.

[END OF WORK DESCRIPTION]

Exhibit B  
Payment Terms

County will pay University as per the following instructions

1. Consultations as defined in Exhibit A approximately \$ 120,000

University will submit monthly invoices to County, for each month in which services are provided. Submit invoices no later than July 15, 2018, for any services rendered through June 30, 2018.

Submit all billing to:

HHSA Family and Children's Services  
Attn: Randy Colson  
PO Box 839  
Ukiah, CA 95482

Payments shall not exceed One Hundred Twenty Thousand Dollars (\$120,000) for the term of this Agreement.

[END OF PAYMENT TERMS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF MENDOCINO

HEALTH AND HUMAN SERVICES AGENCY:

By: *A. Molgaard*  
Anne Molgaard, HHSA Chief Operations Officer

Date: 5/21/17

Budgeted: ☒ Yes ☐ No

Budget Unit: 5010

Line Item: 86-2187

Org/Object Code: SSOT

Grant: ☐ Yes ☒ No

Grant No.:

COUNTY OF MENDOCINO

By: *John McCowen*  
JOHN MCCOWEN, Chair  
BOARD OF SUPERVISORS

Date: JUN 20 2017

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: *K. F.*  
Deputy

Date: JUN 20 2017

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

CARMEL J. ANGELO, Clerk of said Board

By: *K. F.*  
Deputy

Date: JUN 20 2017

INSURANCE REVIEW:

By: *Alan D. Flora*  
ALAN D. FLORA, Risk Manager

Date: 5-12-17

CONTRACTOR/COMPANY NAME

By: *See Page 1a*  
Signature

Printed Name: Paul M. McNeil

Title: Dean, UC Davis Extension

Date:                     

NAME AND ADDRESS OF CONTRACTOR:

Center for Human Services

UC Davis Extension

1333 Research Park Drive

Davis, CA 95618

530-757-8669

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

KATHARINE L. ELLIOTT, County Counsel

By: *Charlotte Scott*  
Deputy

Date: 5/4/17

FISCAL REVIEW:

By: *Dee Martin*  
Deputy CEO/Fiscal

Date: 5-12-17

EXECUTIVE OFFICE REVIEW:

APPROVAL RECOMMENDED

By: *Carmel J. Angelo*  
CARMEL J. ANGELO, Chief Executive Officer

Date: 5-12-17

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors  
Exception to Bid Process Required/Completed ☒ 17-123



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF MENDOCINO  
HEALTH AND HUMAN SERVICES AGENCY:

By: See Page 1  
Anne Molgaard, HHSA Chief Operations Officer

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

Budgeted: ☒ Yes ☐ No

Budget Unit: 5010

Line Item: 86-2187

Org/Object Code: SSOT

Grant: ☐ Yes ☒ No

Grant No.: \_\_\_\_\_

COUNTY OF MENDOCINO

By: \_\_\_\_\_  
JOHN MCCOWEN, Chair  
BOARD OF SUPERVISORS

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

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

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

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

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

CARMEL J. ANGELO, Clerk of said Board

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

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

INSURANCE REVIEW:

By: \_\_\_\_\_  
ALAN D. FLORA, Risk Manager

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

CONTRACTOR/COMPANY NAME

By: Grace Liu  
Signature

Printed Name: Grace Liu, J.D.

Title: Associate Director, Sponsored Programs

Date: 6/1/2017

NAME AND ADDRESS OF CONTRACTOR:

The Regents of the University of California  
Office of Research, Sponsored Programs  
1850 Research Park Drive, Suite 300  
Davis, CA 95618  
530-754-7700

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

KATHARINE L. ELLIOTT, County Counsel

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

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

FISCAL REVIEW:

By: \_\_\_\_\_  
Deputy CEO/Fiscal

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

EXECUTIVE OFFICE REVIEW:

APPROVAL RECOMMENDED

By: \_\_\_\_\_  
CARMEL J. ANGELO, Chief Executive Officer

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

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors  
Exception to Bid Process Required/Completed ☒ \_\_\_\_\_