



LASSEN COUNTY

Health and Social Services Department

G7

- ☒ **HSS Administration**
- ☐ **Public Guardian**
336 Alexander Avenue
Susanville, CA 96130
(530) 251-8128
- ☐ **Grant and Loans Division**
336 Alexander Avenue
Susanville, CA 96130
(530) 251-2683
- ☐ **Behavioral Health**
555 Hospital Lane
Susanville, CA 96130
(530) 251-8108/8112

Chestnut Annex
1400-A & B Chestnut Street
Susanville, CA 96130
(530) 251-8112
- ☐ **Patients' Rights Advocate**
1445 Paul Bunyan Road
Susanville, CA 96130
(530) 251-8322
- ☐ **Public Health**
1445 Paul Bunyan Road
Susanville, CA 96130
(530) 251-8183
- ☐ **Environmental Health**
1445 Paul Bunyan Road
Susanville, CA 96130
(530) 251-8183
- ☐ **Community Social Services**
336 Alexander Avenue
Susanville, CA 96130

LassenWORKS
Business & Career Network
PO Box 1359
1616 Chestnut Street
Susanville, CA 96130
(530) 251-8152

Child & Family Services
1600 Chestnut Street
Susanville, CA 96130
(530) 251-8277

Adult Services
PO Box 429
1445 Paul Bunyan Road
Susanville, CA 96130
(530) 251-8158
- ☐ **HSS Fiscal**
PO Box 1180
Susanville, CA 96130
(530)251-2614

Date: March 10, 2020

To: David Teeter, Chairman
Lassen County Board of Supervisors

From: Barbara Longo, Director
Health and Social Services

Subject: Agreement with University of California, Davis for Lassen County Peer Review and Self-Assessment for Fiscal Year 2019/2021

Background:

The University of California, Davis (UCD) provides technical assistance in preparation of a Peer Quality Case Review of cases within Lassen County Child and Family Services unit of Community Social Services. UCD organizes a Peer Review Team made up of other county representatives and facilitates the group review process.

Fiscal Impact:

There is no impact to County General Fund. The cost for this will be covered by Budget 120-852.

Action Requested:

1) Approve Agreement; and 2) Authorize the CAO to execute the agreements.

UNIVERSITY OF CALIFORNIA, DAVIS

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



SANTA BARBARA • SANTA CRUZ

DIVISION OF CONTINUING AND PROFESSIONAL EDUCATION
CPE.UCDAVIS.EDU

1333 RESEARCH PARK DRIVE
DAVIS, CA 95618-4852

C000114051

Agreement for Services
UC Davis Continuing and Professional Education

This Agreement is made this ____ day of _____, _____ 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 Continuing and Professional Education and Lassen County Health and Human Services. ("Client.")

TERMS AND CONDITIONS

1. Definition Of Service. Services of University's Peer Review, County Self-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 November 1, 2019 through June 30, 2021.
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 Continuing and
Professional Education
1333 Research Park Drive
Davis, California 95618
(530) 757-8669

Client:

Lassen County
Health and Human Services Agency
Family and Children's Services
336 Alexander Ave.
Susanville, California 96130
(530) 251-8128

Questions about the services should be directed to:

University:

Human Services
UC Davis Continuing and
Professional Education
1632 DaVinci Ct
Davis, CA 95618

Client:

Lassen County
Health and Human Services Agency
Family and Children's Services
336 Alexander Ave.
Susanville, California 96130

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 A.
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 arising out of or in connection with 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: _____

Name: Susan Catron, MPPA, EdD
Dean
UC Davis Continuing and
Professional Education

Date: _____

FEIN: 94-6036494

CLIENT

Approved as to Form: _____

By: _____

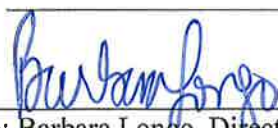
Name: Robert M. Burns
Lassen County Counsel

Date: _____

By: _____

Name: Richard Egan
County Administrative Officer

Date: _____

By:  _____

Name: Barbara Longo, Director
Lassen County Health & Social Services

Date: 2/19/2020 _____

Exhibit A
Work Description And Estimate

1. University will provide the following:

- a. Provide technical assistance in preparation and facilitation of the County Peer Review; participate in planning meetings on-site or by conference call as scheduled.
- b. Facilitation of the 3 day Peer Review. Coordinate all logistical needs related to the Peer Review; reserve venue, provide supplies and materials, provide A/V needs and arrange catering.
- c. Facilitation of the 1 day County Self –Assessment (CSA) Stakeholder meeting. Coordinate all logistical needs related to the CSA; reserve venue, provide supplies and materials, provide A/V needs and arrange catering.
- d. Provide travel reimbursement for peer county staff members participating on interview teams. Original itemized receipts for all travel and reimbursable expenses are required.
- e. Review and compile data from peer interviews and focus groups and submit to County.
- f. Research and provide county demographic information.
- g. Provide technical assistance and support for the development of the CSA report. Create structure for writing the CSA report (timeline of sections with to-do lists); manage the report draft and edit for inclusion of all CSA required sections, assist in writing the draft and final draft CSA report based on information obtained from County staff; incorporate feedback and changes from planning committee and County Leadership.
- h. Structure for writing the System Improvement Plan (SIP) report (timeline of sections with to-do lists); manage the report draft and edit for inclusion of all SIP required sections, assist in writing the draft and final draft SIP report based on information obtained from completed CSA and County staff; incorporate feedback and changes from planning committee and County Leadership.

2. County will provide the following:

- a. Participate in conference calls with state consultants and University experts.
- b. Identify and make designated staff available to participate in the Peer Review process prior to the event and during the event.
- c. Coordinate all Peer Review related logistical requirements through University.

- d. Gather information and provide analysis for all required sections of the CSA and SIP, review required CSA sections and provide input and data as needed, review and revise drafts of CSA document that are submitted to the California Department of Social Services (CDSS).
- e. Cooperate with University's subject matter experts.

3. Total cost under this Service Agreement: \$32,720.00