



DIVISION OF CONTINUING AND PROFESSIONAL EDUCATION  
CPE.UCDAVIS.EDU

1333 RESEARCH PARK DRIVE  
DAVIS, CA 95618-4852

Agreement# C0000114352

Agreement for Services  
UC Davis Continuing and Professional Education

This Agreement is made this 12th day of July, 2022, 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 Nevada County Health and Human Services ("Client.")

TERMS AND CONDITIONS

1. Definition Of Service. Services of University’s Continuing and Professional Education, Health Services Division 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 July 1, 2022 through June 30, 2023.
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, CA 95618  
 (530)757-8669

**Client:**  
 Nevada County Health & Human Services  
 Department of Social Services/CPS  
 950 Maidu Avenue  
 Nevada City, California 95945  
 530-470-2631

Questions about the services should be directed to:

**University:**  
 Human Services  
 UC Davis Continuing and Professional  
 Education  
 1333 Research Park Drive  
 Davis, CA 95618

**Client:**  
 Nicholas Ready  
 Nevada County Health & Human Services  
 950 Maidu Avenue  
 Nevada City, California 95959  
 email: [Nicholas.ready@co.nevada.ca.us](mailto:Nicholas.ready@co.nevada.ca.us)  
 530-265-1654

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

CLIENT:

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

By: \_\_\_\_\_  
Name: Susan Hoek  
Chair, Nevada County Board of Supervisors

Date: \_\_\_\_\_  
FEIN: 94-6036494

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

**Exhibit A**  
**Work Description And Estimate**

Description of work to be performed:

1. University will provide consultation to cover the following:
  - a. Provide consultation and program implementation to County child welfare social workers, supervisors, and program managers. Areas of focus to include primary roles and responsibilities of child welfare social workers as related to Safety Organized Practice strategies; leadership development; meeting facilitation skills; diversity, equity and inclusion; and other topics as identified.
  - b. Provide consultation and program implementation to facilitate a needs assessment of the County's capacity to develop a Comprehensive Prevention Plan as part of the Family First Prevention Services Program Block Grant allocation and allowable activities. Activities may include consultation, comprehensive review and evaluation of existing data sources, and facilitation of community stakeholder meetings for the purpose of determining capacity to develop a Comprehensive Prevention Plan by January 31, 2023.
  - c. If, through the needs assessment process, it is determined that the County has the resources and capacity to develop and implement a Comprehensive Prevention Plan, provide support in developing and writing the plan.
  
2. Total cost under this agreement:   **\$ 50,735**

User will cooperate with University's subject matter experts.