

Agreement for Educational Services

This agreement ("Agreement") is made by and between The Regents of the University of California, as described in California Constitution Art. IX, Sec. 9, acting for and on behalf of University of California Irvine Health ("UNIVERSITY") and County of Fresno, Department of Behavioral Health ("COUNTY") with an address at 3133 N. Millbrook Ave., Fresno, CA 93703.

RECITALS

Whereas, COUNTY desires that the UNIVERSITY Department of Psychiatry and Human Behavior provide a year-long certificate training program ("Services") for primary care oriented trainees who wish to receive advanced training in primary care based psychiatry;

Whereas, the UNIVERSITY Department of Psychiatry and Human Behavior is willing to provide Services, and the provision of Services is consistent with one or more of the UNIVERSITY missions;

Therefore, in consideration of the above recitals, the terms and conditions herein and other good and valuable consideration, the parties agree as follows:

1. SERVICES

UNIVERSITY Department of Psychiatry and Human Behavior shall provide a year-long certificate program for primary care oriented trainees and providers who wish to receive advanced training in primary care based psychiatry. The Train New Trainers (TNT) Primary Care Psychiatry (PCP) Fellowship certificate program shall include the Curriculum attached hereto as Exhibit A and incorporated herein.

The Services shall not include hands-on patient contact or care, telemedicine related services, or individual patient care of any kind. The Services provided are strictly limited to training and education.

2. CONFIDENTIALITY

COUNTY shall ensure that any of its employees, agents, representative and guest participating under this Agreement keeps confidential any information accessed as a result of this Agreement or provided by UNIVERSITY and marked "Confidential Information," or any information which a reasonable person under the circumstances would know or should know to be Confidential Information of UNIVERSITY.

COUNTY shall ensure that any of its employees, agents, representatives and guests participating under this Agreement will comply with the Health Insurance Portability and Accountability Act of 1996, ("HIPAA") and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws, regulations and UNIVERSITY policies and procedures.

3. COMPENSATION

In consideration of the educational Services provided by UNIVERSITY, COUNTY shall pay the UNIVERSITY as follows:

Sum of \$15,000.00 USD per participant.

COUNTY shall pay UNIVERSITY in advance within thirty (30) days of receipt of receipt of an invoice setting forth the number of participants and scheduled dates of Service properly itemized and documented. Payment is non-refundable. Payment shall be made in US Dollars to Regents of the University of California and mailed to the Department of Psychiatry and Human Behavior, UC Irvine Health, 101 The City Drive South, Building 3, Route 88, Orange CA 92868, Attention: Robert McCarron.

4. INDEMNIFICATION AND INSURANCE.

Each party, at its sole cost and expense, shall carry insurance, or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain, insurance or equivalent program of self-insurance for professional liability, general liability, works compensation and business automobile liability adequate to cover its potential liabilities hereunder.

The parties agree to defend, indemnify and hold one another harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising from this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' 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.

5. FAIR MARKET VALUE.

The parties acknowledge that the compensation set forth herein represents the fair market value of the Services provided by UNIVERSITY, was negotiated in an arms-length transaction and has not been determined in a manner that takes into account the volume or value of any referrals or business otherwise generated between COUNTY and UNIVERSITY. The Parties further agree that this Agreement does not involve the counseling or promotion of a business arrangement that violates state or federal law. Nothing contained herein shall be construed in any manner as an obligation or inducement for UNIVERSITY to recommend that any person or entity purchase COUNTY products or those of any organization affiliated with COUNTY.

The parties to this Agreement specifically intend to comply with all applicable laws, rules, and regulations, including the federal anti-kickback statute (42 USC Section 1320a-7b) and the related safe harbor regulations. COUNTY shall comply with all UNIVERSITY policies applicable to visitors and observers at UNIVERSITY for the duration of their visit.

6. TERM.

The term of this Agreement shall be from January 9, 2018 to December 31, 2018.

7. TERMINATION.

This agreement shall be subject to termination by either party at any time, upon written notice of termination. In the case of termination, COUNTY shall notify UNIVERSITY in writing as far as possible in advance to allow UNIVERSITY to minimize the amount of effort required in preparation for the Services scheduled.

8. 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 agreement of the parties, expressed in writing and signed by both parties.

9. ENTIRE 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 last signed below.

THE REGENTS OF THE UNIVERSITY OF
CALIFORNIA

Signature: _____



Michael J. Stamos

Dean, School of Medicine

COUNTY OF FRESNO, DEPARTMENT OF
BEHAVIORAL HEALTH

Signature: _____



By: Sal Quintero

Title: Chairman of the Board of Supervisors
of the County of Fresno

Date: 12/7/2017

Date: 1-9-2018

ATTEST:

Bernice E. Seidel
Clerk to the Board of Supervisors
County of Fresno, State of California

Fresno County Accounting Use Only

ORG: 56304756
Account No.: 7295
Requisition No.: 5631810019

By: _____

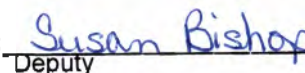

Deputy

EXHIBIT A

**University of California, Irvine
Department of Psychiatry and Human Behavior
UC Irvine Train New Trainers (TNT)
Primary Care Psychiatry (PCP) Fellowship
Curriculum
January 9, 018- December 31, 2018**

Scope of Services

The UNIVERSITY's Department of Psychiatry and Human Behavior shall provide the participants listed below a year-long certificate program for primary care oriented trainees and providers who wish to receive advanced training in primary care based psychiatry:

The number of participants shall be 15.

The trainees are expected to learn how to complete an evidence-based and efficient psychiatric interview in the busy primary care or medical setting. They will also be trained to effectively diagnose and treat commonly encountered psychiatric conditions such as: mood, anxiety, psychotic and substance misuse disorders. Most importantly, these trainees will learn how to teach these principles to their primary care colleagues.

The bi-monthly training on the 2nd Monday of the month from noon-1pm and the 3rd Monday of the month from 5:15-6:30 will be held via a live videoconference executed through WebEx from UC Irvine. The January weekend conference on the 26-27th, 2018 will be held in Las Vegas and the 2nd weekend conference on August 18-19th, 2018 is scheduled to be held in Sacramento. The weekend CME conference registration fee is included in the Fellowship tuition but the Fellows are responsible for their travel and accommodations to the weekend conferences.

Curriculum

1. Two weekend teaching sessions (24-28 hours)
2. One hour per month of individualized, in person or teleconferenced teaching sessions with a TNT fellowship faculty member/mentor (12 hours)
3. 2.25 hours of didactic teaching sessions per month. (20 hours)

A minimum of 40 hours of CME will be included as part of the fellowship tuition.

TNT PCP Fellows will need to do the following in order to receive the certificate of completion:

1. Attend and participate in both weekend learning sessions.
2. Attend all didactic sessions, which amount to 2.25 hour per month. CME will be provided for

these learning sessions.

3. Participate in 12 hours of individualized mentorship.
4. Complete all surveys.
5. Pay the TNT PCP Fellowship tuition, which is \$15,000.00 per learner.

Tuition Fee

TNT PCP Fellowship Tuition Per Learner*	\$15,000.00
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**Travel expenses are not included in the tuition fee. Tuition fee is non-refundable.*