



UCDAVIS EXTENSION
CENTER FOR HUMAN SERVICES
WWW.EXTENSION.UCDAVIS.EDU

1632 DAVINCI CT
DAVIS, CA 95616

Agreement # 17-454

Training Services Agreement

This Agreement is made this 12th day of September, 2017 by and between The Regents of the University of California ("University"), on behalf of its Davis campus UC Davis Extension and Fresno County Department of Behavioral Health ("User").

RECITALS

WHEREAS, University is a public education institution accredited by the Western Association of Schools and Colleges, and has developed a human and social services training program ("Program,") and

WHEREAS, User wishes to obtain major skills training courses for User's personnel who provide related services in fulfillment of their goals and objectives (Exhibit B);

NOW, THEREFORE, the parties agree as follows:

1. University shall present Program as set forth in Exhibit A.
 - a. Limit on attendance. No more than 30 persons per course session may attend without the prior written approval of the University.
 - b. Reschedule/cancel of class. If User reschedules or cancels any training class within 10 calendar days of start date, User shall pay for all expenses incurred up to the date on which University receives notice of the reschedule or cancellation.
2. Term. The term of this Agreement shall be from date of execution through June 30, 2018. All courses must be completed by June 30, 2018.
3. Termination. Either party may terminate this Agreement by giving thirty (30) days' written notice to the other party.
4. 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.

5. Fee & Payment. User shall pay University as set forth in Exhibit A. University will invoice User in arrears no more often than monthly for training completed. User shall pay University within thirty days (30) of User's receipt of University invoice. Failure to pay within thirty days may be deemed a material breach of this Agreement and good cause for termination.
6. Indemnification. 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 attorneys' fees, or claims for injury or damages arising out of the performance of 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.
7. Insurance. University is self-insured under California law. University shall maintain this program of self-insurance throughout the term of this Agreement with retentions as follows:
 - a. General Liability (and professional liability) coverage with a per occurrence limit of a minimum of one million dollars (\$1,000,000).
 - b. Auto Liability including non-owned automobiles, with a minimums as follows:
 - 1) Bodily injury
 - a) Per person \$1,000,000
 - b) Per accident \$1,000,000
 - 2) Property damage \$1,000,000
 - c. Workers Compensation insurance in accordance with California state law.
 - d. Employer's Liability coverage in the amount of one million dollars (\$1,000,000).

If requested by User in writing University shall provide, upon receipt of a fully-executed Agreement, a Certificate of Self-Insurance naming User, its officers, agents, and employees, individually and collectively as additional insured (except for Worker's Compensation Insurance) for services provided under this Agreement.

Coverage shall apply as primary insurance and any other insurance or self-insurance maintained by the User, its officers, agents, and employees should be excess only. This insurance shall not be canceled or changed without a minimum of thirty (30) days advance, written notice given to User.

8. Confidentiality of information about individuals. University agrees to safeguard names and addresses of individuals received through the performance of this Agreement in accordance with Welfare and Institution Code Section 10850.
9. Use of University name. User shall not use the name of the University in any form or manner in advertisements, reports or other information released to the public without the prior written approval of University.

10. Relationship of parties. It is expressly understood and agreed that this Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between the parties.
11. Notice addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

University:

Financial Services
UC Davis Extension
1333 Research Park Drive
Davis, CA 95618

User:

County of Fresno
Department of Behavioral Health
3133 N. Millbrook Avenue
Fresno, CA 93703

Additional University:

Center for Human Services
UC Davis Extension
1632 DaVinci Ct
Davis, CA 95618

Additional Contact:

(If Applicable)

12. Force majeure. In the event that performance by a party is rendered impossible by reason of strikes, lockouts, labor disputes, acts of God, governmental restrictions, regulations or other causes beyond the reasonable control of that party, performance shall be excused for a period commensurate with the period of impossibility.

University is a land-grant institution with a mission of teaching, research, public service and patient care, and it is required to recover the full cost of providing services to non-University entities such as User, and as a non-profit entity, makes no profit. Therefore, University does not have reserves from which to pay for expenditures made on behalf of User for which it is not reimbursed. In the event of a force majeure, User shall be responsible for payment of all expenses incurred to the point at which University gives or receives notice of the impossibility. If the impossibility becomes permanent, University will make best efforts to cancel or mitigate all outstanding financial commitments, and User shall be responsible for the cost of any remaining obligations.

13. Assignment. This Agreement shall be binding upon the successors and assigns of the parties. Neither party may assign the Agreement without the prior written permission of the other party.
14. Nondiscrimination. University agrees not to discriminate in the provision of service under this Agreement on the basis of race; color; religion; marital status; national origin; ancestry; sex; sexual orientation; physical or mental handicap; medical condition;

political affiliation; status as a Vietnam-era veteran or disabled veteran; or, within the limits imposed by law or University regulations, because of age or citizenship. University is an affirmative action/equal opportunity employer.


15. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 et seq. and section 87100 relating to conflict of interest of public officers and employees. University represents that it is unaware of any financial or economic interest of any public officer or employee of User relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, User may immediately terminate this Agreement by giving written notice.
16. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
17. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
18. 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.
19. Governing law. The laws of the State of California shall govern this Agreement.
20. Integrated agreement. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.


Signature page follows:

IN WITNESS WHEREOF, this Agreement has been executed as of the date first set forth above.

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

USER

By 
Name Paul M. McNeil
Title Dean, UC Davis Extension

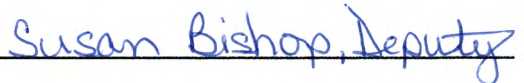
By 
Brian Pacheco, Chairman
Board of Supervisors

Date 8/14/2017

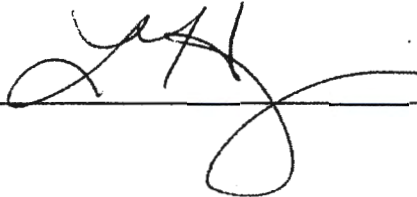
Date 9-12-17

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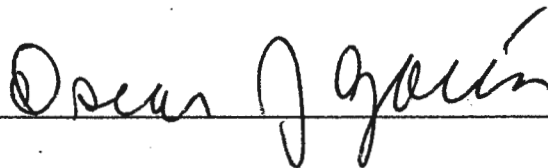
ATTEST:
BERNICE E. SEIDEL, Clerk
Board of Supervisors

By 


APPROVED AS TO LEGAL FORM:
DANIEL C. CEDERBORG, COUNTY COUNSEL

By _____

APPROVED AS TO ACCOUNTING FORM:
OSCAR GARCIA, C/P.A., AUDITOR-CONTROLLER/
TREASURER TAX-COLLECTOR

By _____

REVIEWED AND RECOMMENDED FOR APPROVAL:

By _____
Dawan Utecht, Director
Department of Behavioral Health

Fund/Subclass: 0001/10000
Organization: 56304756
Account/Program: 7295/0

EXHIBIT A

TRAINING PROGRAM

1. UC Davis to provide 36.00 Units (days) of training in the subject areas selected by the agency from the UC Davis Extension curriculum LEAD NOW for Department of Behavioral Health staff.
2. UC Davis to provide 48.00 Units (days) of training in the subject areas selected by the agency from the UC Davis Extension curriculum Supervisory Series I & II for Department of Behavioral Health supervisors.
3. UC Davis to provide 6.00 Units (days) of training in the subject areas selected by the agency from the UC Davis Extension curriculum Customer Service for Department of Behavioral Health for line staff dealing with clients.
4. University will provide the following:
 - a. Needs assessment, curriculum planning and implementation.
 - b. Instructional and student services.
 - c. Instructional materials.
 - d. Evaluation and feedback.
 - e. Continuing education credit.
 - f. Off-site training site and audio-visual equipment when on-site facility and equipment are not available. (Extra training units may be charged.)
 - g. Food and non-alcoholic beverages when requested by the User in writing. (Extra training units may be charged.)
 - h. Any other items when requested by the User in writing and approved by University. (Extra training units may be charged.)
5. User will provide the following:
 - a. Training facility and audio-visual equipment.
 - b. On-site coordination of training.

Total cost of LEAD NOW training under this Agreement is	\$153,000
Total cost of Supervisory training under this Agreement is	\$204,000
Total cost of Customer-Service training under this Agreement is	\$ 25,500

University's in-kind contribution for LEAD NOW training is	\$15,300
University's in-kind contribution for Supervisory training is	\$20,400
University's in-kind contribution for Customer-Service training is	\$ 2,550

Fresno County's share of cost of LEAD NOW training	\$137,700
Fresno County's share of cost of Supervisory training	\$183,600
Fresno County's share of cost of the Customer-Service training	\$ 22,950

EXHIBIT B

GOALS AND OBJECTIVES

The Department of Behavioral Health (DBH) training needs will focus on a new leadership training, LEAD NOW and a supervisory class, Supervising with Compassion. Training for line staff includes Customer Experience Management. The Fiscal Year 2017-18 will increase staff's supervisory and leadership skills. As such, UC Davis will be responsible for the following:

- The training for line staff will help increase the knowledge and skills so that they may work more effectively with clients and other staff.
- Training will be provided from 8:00 am to 5:00 pm at a site selected by the County.
- Design training curriculums that will meet the needs the of Behavioral Health staff to optimize the use of available resources.
- Assist DBH Staff Development Training Unit with coordinating services and providing information on continuing education credits.
- Provide DBH with attendance rosters and evaluation outcomes in a timely manner.
- Provide a maximum of 90 Units (Days) as specified in Exhibit A.