

Training Services Agreement

This Agreement is made this 11th day of December, 2018 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 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, if attached);

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 December 11, 2018 through June 30, 2021. All courses must be completed by June 30, 2021.
3. Termination.
 - a. *Non Allocation of Funds.* The terms of this Agreement, and the services to be provided hereunder, are contingent on the approval of funds by the appropriating government agency. Should sufficient funds not be allocated, the services provided may be modified, or this Agreement terminated, at any time by giving the University thirty (30) days advance written notice.
 - b. *Breach of Contract.* The User may immediately suspend or terminate this Agreement in whole or in part, where in the determination of the User there is:
 - 1) An illegal or improper use of funds;
 - 2) A failure to comply with any term of this Agreement;
 - 3) A substantially incorrect or incomplete report submitted to the

User;

4) Improperly performed service.

In no event shall any payment by the User constitute a waiver by the User of any breach of this Agreement or any default which may then exist on the part of the University. Neither shall such payment impair or prejudice any remedy available to the User with respect to the breach or default.

Without Cause. Under circumstances other than those set forth above, this Agreement may be terminated by either party upon the giving of thirty (30) days advance written notice of an intention to terminate 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. Invoices may be emailed to DBHStaffDevelopment@FresnoCountyCA.gov. User shall pay University within forty-five days (45) 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. Independent Contractor. In performance of the work, duties and obligations assumed by University under this Agreement, it is mutually understood and agreed that University, including any and all of the University's officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the User. Furthermore, User shall have no right to control or supervise or direct the manner or method by which University shall perform its work and function. However, User shall retain the right to administer this Agreement so as to verify that University is performing its obligations in accordance with the terms and conditions thereof.

University and User shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

Because of its status as an independent contractor, University shall have absolutely no right to employment rights and benefits available to User employees. University shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. In addition, University shall be solely responsible and save User harmless from all matters relating to payment of University's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, University may be providing services to others unrelated to the User or to this Agreement.

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2 7. Indemnification. Each party shall defend, indemnify and hold the other party,
3 its officers, employees and agents harmless from and against any and all
4 liability, loss, expense including reasonable attorneys' fees, or claims for
5 injury or damages arising out of the performance of this Agreement but only
6 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 8. Insurance. University is self-insured under California law. University shall
8 maintain this program of self-insurance throughout the term of this
9 Agreement with retentions as follows:

- 10 a. General Liability (and professional liability) coverage with a per
11 occurrence limit of a minimum of two million dollars (\$2,000,000) per
12 occurrence and an annual aggregate of four million dollars
13 (\$4,000,000).
14 b. Auto Liability including non-owned automobiles, with a minimums as
15 follows:
16 1) Bodily injury
a) Per person \$1,000,000
b) Per accident \$1,000,000
2) Property damage \$1,000,000
17 c. Workers' Compensation insurance in accordance with California state
18 law.
19 d. Employer's Liability coverage in the amount of one million dollars
20 (\$1,000,000).

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

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

23 9. Confidentiality of information about individuals. University agrees to
24 safeguard names and addresses of individuals received through the
25 performance of this agreement in accordance with Welfare and Institution
Code Section 10850.

26 10. Use of University name. User shall not use the name of the University in any
27 form or manner in advertisements, reports or other information released to
the public without the prior written approval of University.

28 11. 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.

12. 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
CA 95618

User:

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

Additional University:

Center for Human Service
UC Davis Extension
1333 Research Park
Davis, CA 95618

Additional County:

County of Fresno
Department of Behavioral Health
1925 E Dakota Avenue Drive
Fresno, CA 93726

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. Governing law. The laws of the State of California shall govern this agreement.

21. Audits and Inspections: The University shall, upon request by the User, permit the User to audit and inspect all of such records and data necessary to ensure University's compliance with the terms of this Agreement.

If this Agreement exceeds ten thousand dollars (\$10,000.00), University shall be subject to the examination and audit of the Auditor General for a period of three (3) years after final payment under contract (Government Code Section 8546.7).

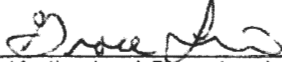
22. Integrated agreement. This agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.

Signature page follows:

Agreements

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

**THE REGENTS OF
THE UNIVERSITY OF CALIFORNIA**

 11/6/2018
(Authorized Signature)

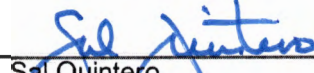
Grace Liu, Associate Director, Sponsored Programs

Print Name & Title
University of California, Davis
1850 Research Park Drive

Davis, CA 95618

Mailing Address

COUNTY OF FRESNO


Sal Quintero
Chairperson of the Board
of Supervisors of the
County of Fresno

ATTEST:

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

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:


Deputy

FOR ACCOUNTING USE ONLY:

ORG No.: 56304756
Account No.: 7295/0
Requisition No.: 0001/10000

EXHIBIT A

TRAINING PROGRAM

1. 243.00 Unit(s) of training in the subject areas selected by the agency from the UC Davis Extension curriculum. One training unit is equal to one full day of UC Davis training.
2. 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.)
3. User will provide the following:
 - a. Training facility and audio-visual equipment.
 - b. On-site coordination of training.

Fiscal Year	FY 18-19	FY 19-20	FY 20-21	Total
Total Cost of Training	\$344,250	\$344,250	\$344,250	\$1,032,750
University in-kind Contribution	\$34,425	\$0	\$0	\$34,425
Users Share of cost	\$309,825	344,250	\$344,250	\$998,325

1 **EXHIBIT B**

2 **GOALS AND OBJECTIVES**

3 The Department of Behavioral Health (DBH) training needs for County-Operated
4 Staff include but is not limited to 1) Project Management, 2) Staff Analyst Series,
5 4) Lead Now, 5) Supervisory Excellence, 6) Behavioral Health Finance; and 7)
6 Customer Service. As such, UC Davis will be responsible for the following:

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- The training for staff will increase their knowledge and skills in order to work
8 more effectively with clients and other staff.
 - Training will be provided from 8:00am to 5:00pm at a site selected by the
9 User.
 - Design training curriculums that will meet the needs of Behavioral Health
10 staff to optimize the use of available resources.
 - Assist DBH Staff Development Training Unit with coordinating services and
11 providing information on continuing education credits.
 - Provide DBH with the attendance rosters, training agendas and training
12 objectives within 45 days of each training.
 - Provide a maximum of 243 Units (Days) as specified in Exhibit A.
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