



Continuing and Professional Education

Agreement# INC2041294

Services Agreement UC Davis Continuing and Professional Education

This Agreement is made upon the day of last signature below, 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 Shasta County Health and Human Services ("Client.")

TERMS AND CONDITIONS

1. **Services:** Services of University's Continuing and Professional Education will be furnished to Client only for the purposes stated in the **Exhibit A, Work Description and Budget**, attached hereto and incorporated herein. 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 August 1, 2024, through December 31, 2024.
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:

The Regents of the University of California
Procurement & Contracting Services
One Shields Avenue
Davis, CA 95616

Client:

Contracts Unit
Shasta County Health and Human Services
Behavioral Health and Social Services
1313 Yuba Street
Redding, CA 96001
cscontracts@shastacounty.gov

Questions about the services should be directed to:

University:

Jennifer Lowery
UC Davis Continuing and Professional
Education
463 California Avenue

Davis, CA 95616
jndavis@ucdavis.edu

Client:

Tara Shanahan
Shasta County Health and Human Services
1313 Yuba Street

Redding, CA 96001
tshanahan@shastacounty.gov

5. Amendment: No change in any term or condition of this Agreement shall become effective unless by amendment in writing 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 suspend performance of this agreement 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, OR FITNESS FOR A PARTICULAR PURPOSE.
9. Limited Liability:
 - a. Consequential Damages: Neither party shall be liable for any loss of profits, claims against the other by any third party, or consequential damages.
 - b. Delay/Desired Result: University shall incur no liability to Client or to any third party for any loss, cost, claim or damage, either direct or consequential, arising from University's delay in performance or failure to perform Services, or failure to achieve a desired result.
10. Liability Limitation: Neither party's liability for damages shall exceed the total of all charges paid by Client.
11. Indemnification: 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 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, students, or employees.
12. 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 minimum limits as follows:
 - i. Bodily injury
 1. Per person \$1,000,000
 2. Per accident \$1,000,000

- ii. 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).
 - e. If requested by Client in writing University shall provide, upon receipt of a fully executed Agreement, a Certificate of Self-Insurance naming Client, its officers, agents, and employees, individually and collectively as additional insured (except for Worker's Compensation Insurance) for services provided under this Agreement.
 - f. Coverage shall apply as primary insurance and any other insurance or self-insurance maintained by the Client, 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 Client.
 - g. Upon University's request, Client shall provide University written evidence of Client's insurance coverage relevant to the presence or activity of Client, its officers, agents, and employees while in, on or about University property or in connection with this Agreement.
13. Confidential Information: During the course of this Agreement, Client may provide University with information, data, or material that it regards as proprietary or confidential. Such information shall be marked or stamped "CONFIDENTIAL INFORMATION." If communicated orally to University, Client shall submit confirmation in writing within five (5) days of such disclosure. Notwithstanding, the foregoing, 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.
- a. University's Obligation: University shall treat Client's Confidential Information in the same manner as University treats its own similar information. Upon Client's written request, University shall use reasonable means to protect Client's Confidential Information by means not normally employed by University, however, University shall have no obligation to comply with any such request by Client. Should such protection occur, any related costs shall be borne by Client. University shall not be liable for inadvertent disclosure of Confidential Information provided University has exercised reasonable care.
 - b. Exempt Information: Confidential Information does not include information that is (i) not exempt from disclosure under the California Public Records Act (Calif. Gov. Code sec. 6250 et seq.); (ii) otherwise available to the public; (iii) rightfully received from a third party not in breach of an obligation of confidentiality; (iv) independently developed by University; (v) previously known to University; or (vi) produced in compliance with a court order or when required by law. University shall give reasonable notice to Client that Confidential Information is being sought by a third party, to afford Client an opportunity to limit or prevent disclosure. Any defense against disclosure shall be at Client's sole initiative, risk, cost, and expense. University is not obligated to participate in any defense against such request for disclosure. Upon Client's request, University agrees to cease using all Confidential Information and to return it promptly to Client.

- c. Time Limitation: University shall not divulge Client's Confidential Information for a period of three (3) years following termination of this Agreement, or earlier if Client makes or allows its Confidential Information to become public knowledge, or by communicating such Confidential Information to a party not bound by an obligation of confidentiality.
 - d. Disposition of Confidential Information: Upon completion of Services or termination of this Agreement, by Client's written request, University shall return any Confidential Information. Absent such request, CPE shall destroy or dispose of it according to its established procedures.
- 14. 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, except as required by law.
 - 15. 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.
 - 16. Nonassignment of Agreement; Non-Waiver: Inasmuch as this agreement is intended to secure the specialized services of Consultant, Consultant may not assign, transfer, delegate, or sublet any interest herein without the prior written consent of County. The waiver by County of any breach of any requirement of this agreement shall not be deemed to be a waiver of any other breach.
 - 17. 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.
 - 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: 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.
 - 18. Counterparts/electronic, facsimile, and PDF signatures: This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The Parties further agree that the electronic signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature"

as defined in subdivision (h) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

19. Entire Agreement: This Agreement, including all exhibits, contains all of the terms and conditions applicable to the Services provided hereunder and constitutes the entire understanding of the parties respecting the subject matter hereof, superseding any prior understanding or Agreement between them, written or oral, regarding the same subject matter.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, County and University have executed this agreement on the dates set forth below. By their signatures below, each signatory represents that they have the authority to execute this agreement and to bind the Party on whose behalf their execution is made.

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

By: **Steven Kobayashi**
Steven Kobayashi
Associate Director
Supply Chain Management

Digitally signed by Steven Kobayashi
DN: cn=Steven Kobayashi, o=Regents of the University of
California, ou=Procurement & Contracting Services,
email=stkobayashi@ucdavis.edu, c=US
Date: 2024.10.21 12:13:24 -07'00'

Date: October 21, 2024
FEIN: 94-6036494

CLIENT

By: _____
KEVIN W. CRYE, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

Date: _____

ATTEST:
DAVID J. RICKERT
Clerk of the Board of Supervisors

By: _____
Deputy

Approved as to form:
JOSEPH LARMOUR
County Counsel

Signed by:
By: Cedar Vaughan
1A563671D9A7486...
Cedar Vaughan
Senior Deputy County Counsel

Date: 10/22/2024 | 1:28 PM PDT

RISK MANAGEMENT APPROVAL

Signed by:
By: Dolyene Lane
63C541BCE38944C...
Dolyene Lane
Risk Manager

Date: 10/22/2024 | 12:02 PM PDT

Exhibit A
Work Description And Budget

1. University will provide the following:

- a. Provide technical assistance in preparation for and facilitation of the County Peer Review.
 - 1. Develop schedules for all peer review events (planning meetings, trainings, peer review, etc.)
 - 2. Facilitate bi-weekly planning meetings.
 - 3. Prepare peer recruitment materials.
 - 4. Prepare case materials for review.
 - 5. Develop and facilitate peer and interviewee trainings.
 - 6. Facilitate the in-person peer review.
 - 7. Coordinate all logistical needs related to the peer review; reserve venue, provide supplies and materials, and arrange catering. Provide lodging and travel reimbursement for peer county participants.

2. Client will provide the following:

- a. Client shall participate in conference calls with state consultants and University experts.
- b. Client shall identify and make designated staff available to participate in the Peer Review process prior to the event and during the event.
- c. Client will coordinate all Peer Review related logistical requirements through University.
- d. Client will cooperate with University's subject matter experts.

Total cost under this Service Agreement: \$62,578.75

Exhibit A

Work Description and Budget

CLIENT:
CLIENT SIZE (choose one)

Shasta County
MEDIUM

Component	Service Provided (select YES or NO)	Published Fee	Contract Fee
Planning		\$ 24,200.00	\$ 17,000.00
Peer Review Planning and Write-up	YES	\$ 17,000.00	\$ 17,000.00
Stakeholder Meeting and Planning	NO	\$ 4,000.00	0
Focus Groups Planning	NO	\$ 1,500.00	0
CSA Report	NO	\$ 200.00	0
SIP Report	NO	\$ 1,500.00	0
Facilitation		\$ 29,500.00	\$ 21,000.00
Peer Review Facilitation	YES	\$ 21,000.00	\$ 21,000.00
Stakeholder Meeting Facilitation	NO	\$ 2,500.00	0
Focus Groups Facilitation	NO	\$ 6,000.00	0
SUB TOTAL		\$ 53,700.00	\$ 38,000.00
In-person Coordination		\$ 7,000.00	\$ 4,500.00
Peer Review Planning	YES	\$ 4,500.00	\$ 4,500.00
Stakeholder Meeting Planning	NO	\$ 2,000.00	0
Focus Groups Planning	NO	\$ 500.00	0
Other Expenses			\$ 13,950.00
Lodging - Peer review			5600
UC Staff and Peer Travel			3200
Catering			2000
Facility			3000
Misc - materials/supplies			150
Indirect			\$ 5,928.75
TOTAL			\$ 62,378.75