

CRSYLO1

Services Agreement
UC Davis Continuing and Professional Education

This Agreement is made as of the last date signed 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 County of Yolo ("Client"), jointly referred to as the "Parties," herein.

TERMS AND CONDITIONS

1. Definition Of Service. Services of University’s Continuing and Professional Education 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 11/01/2024 through 10/31/2025.
3. Termination. This agreement shall be subject to termination by either party at any time, upon thirty (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
 Office of Research
 Sponsored Programs
 1850 Research Park Drive, Suite 300
 Davis, CA 95618-6153
awards@ucdavis.edu

Client:
 Health and Human Services Agency

 137 N. Cottonwood St.
 Woodland, CA 95695
HHSAContracts@yolocounty.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:
 Jennifer Edwards
 Health and Human Services Agency

 137 N. Cottonwood St.
 Woodland, CA 95695
Jennifer.edwards@yolocounty.gov
 530-312-5653

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.

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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. Each party agrees to be responsible and assume liability for their own wrongful or negligent acts or omissions, as well as those of its officers, employees or agents to the full extent required by law.
 - 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.
 - A. During the term of this Agreement, University shall at all times maintain, at its expense, the following coverages and requirements:
 1. *Minimum Scope of Insurance* – Coverage shall be at least as broad as the latest version of the following:
 - a. **Commercial General Liability:** Insurance Services Office form CG 000. The policy shall not contain any exclusions contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for 1) Contractual liability such as ISO CG 24 26 or 21 29; or 2) cross liability or suits by one insured against another.
 - b. **Automobile Liability:** Insurance Services Office form CA 00 01, code 1- Any Auto or including Hired and Non-Owned vehicles.
 - c. **Workers' Compensation and Employers' Liability:** Workers' Compensation insurance as required by the State of California and Employers' Liability.
 - d. **Professional Liability (Errors and Omissions)** (If applicable, see below)

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2. *Minimum Limits (as applicable)* – Insurance coverage shall be with limits not less than the following:
 - a. **Commercial General Liability** – \$2,000,000/occurrence and \$4,000,000 annual aggregate or an aggregate of \$2,000,000 that applies separately to this project (ISO CG 25 03 or 25 04).
 - b. **Automobile Liability** – \$1,000,000 per accident for bodily injury and property damage
 - c. **Professional Liability/Malpractice/Errors and Omissions** –\$2,000,000 per occurrence and annual aggregate (If any engineer, architect, attorney, accountant, medical professional, psychologist, other licensed professional, or other professional contractor (such as computer and software designer) performs work under this Agreement the University must provide this insurance. If not, then this requirement automatically does not apply).
 - d. **Workers’ Compensation** – Statutory Limits/Employers’ Liability - \$1,000,000/accident for bodily injury or disease (If no employees, this requirement automatically does not apply.)

It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.

3. *Other Insurance Provisions*

- a. **Additional Insured Status** – County, its officers, agents, employees and volunteers shall be named as additional insured on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of University including, materials, parts, or equipment furnished in connection with such work or operations. Coverage can be provided in the form or an endorsement to the University’s insurance (at least as broad as CG 20 10 11 85 or if not available, through the addition of both CG 20 37 and one of the following: CG 20 10, CG 20 26, or CG 20 33). [NOTE: Evidence of additional insured is needed as a separate endorsement or comparable policy language due to wording on the certificate negating any additional coverage listed writing in the description box.]
 - b. **Primary Coverage** – University’s policy shall be “primary and non-contributory” and will not seek contribution from County’s insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.
 - c. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be cancelled, except with thirty (30) days’ notice to County.
 - d. **Waiver of Subrogation** – University hereby grants to County a waiver of any right to subrogation which any insurer of said University may acquire against County by virtue of the payment or any loss under such insurance. University agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not County has received a waiver of subrogation endorsement from the insurer.
4. The limits of Insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and

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noncontributory basis for the benefit of County (if agreed to in a written contract or agreement) before County's own Insurance or self-insurance shall be called upon to protect it as a named insured.

5. Said policies shall remain in force through the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a "per occurrence" basis unless County Risk Manager specifically consents in writing to a "claims made" basis. For all "claims made" coverage, in the event that University changes insurance carriers University shall purchase "tail" coverage covering the term of this Agreement and not less than three years thereafter. Proof of such "tail" coverage shall be required at any time that University changes to a new carrier prior to receipt of any payments due.
 6. University shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and the County's Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.
 7. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the County Risk Manager. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied either by the named Insured or Yolo County.
 8. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by the County Risk Manager.
 9. The policies shall cover all activities of University, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.
 10. For any claims relating to this Agreement, University's insurance coverage shall be primary, including as respects County, its officers, agents, employees and volunteers. Any insurance maintained by County shall apply in excess of, and not contribute with, insurance provided by University's liability insurance policy.
- B.** Prior to commencing services pursuant to this Agreement, University shall furnish County with original policies or endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, County Risk Manager before work commences. Upon County's request, University shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.
- C.** During the term of this Agreement, University shall furnish County with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon County's request, University shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications. Yolo County reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.
- D.** University agrees to include with all Subcontractors in their subcontract the same requirements and provisions of this Agreement including the indemnity and insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by University

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agree to be bound to University and County in the same manner and to the same extent as University is bound to County under the Agreement Documents. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the Owner Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. The General Contractor and/or Contractor shall require all Subcontractors to provide a valid certificate of insurance and the required endorsements included in the Agreement prior to commencement of any work and General Contractor and/or Contractor will provide proof of compliance to County. (Coverage can be provided in the form or an endorsement to University's insurance (at least as broad as CG 20 38 for operations and CG 20 40 for completed operations).

- E. University shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event University fails to obtain or maintain completed operations coverage as required by this Agreement, County at its sole discretion may purchase the coverage required and the cost will be paid by University.
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.

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UNIVERSITY

Steven Kobayashi

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: 2024.12.13 15:38:16 -08'00'

Steven Kobayashi
Associate Director Supply Chain Management

Date: December 13, 2024
FEIN: 94-6036494

CLIENT

Mary Vixie Sandy, Chair
Board of Supervisors

Date: _____

Signed by:

Nolan Sullivan
E4752BA1C0412D9...
Nolan Sullivan, Director
Health and Human Services Agency

Attest:
Julie Dachtler, Senior Deputy Clerk

By: _____
Deputy (Seal)

Approved as to Form:
Philip J. Pogledich, County Counsel

By: Hope P. Welton
Hope P. Welton, Senior Deputy

Exhibit A
Work Description and Estimate

1. University shall provide the following:
 - a. Technical assistance in preparation for and facilitation of the County Peer Review.
 - i. Develop schedules for all peer review events (planning meetings, trainings, peer review, etc.)
 - ii. Facilitate bi-weekly planning meetings.
 - iii. Prepare peer recruitment materials.
 - iv. Prepare case materials for review.
 - v. Develop and facilitate peer and interviewee trainings.
 - vi. Facilitate the in-person peer review.
 - b. Support and facilitation for a 1-day in-person County Self -Assessment Community Stakeholder meeting and focus groups.
 - i. Develop schedule.
 - ii. Prepare stakeholder recruitment materials.
 - iii. Draft list of discussion questions.
 - iv. Prepare Welcome PowerPoint.
 - v. Facilitate in-person meetings.
 - c. Review and compile data from peer interviews, stakeholder meeting, and focus groups and submit to County.
2. Client shall provide the following:
 - a. Participate in conference calls with state consultants and University experts.
 - b. Identify and make designated staff available to participate in the Peer Review process prior to the event and during the event.
 - c. Coordinate all Peer Review related logistical requirements.
 - d. Cooperate with University's subject matter experts.
3. Total cost under this Service Agreement: \$55,135