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UC Davis Agreement #UCDPO00276575
CPE Agreement #GENT-2026-41
Control #C114699

TRAINING SERVICES AGREEMENT
YUBA COUNTY HEALTH AND HUMAN SERIVCES ("User")

THIS AGREEMENT (**"Agreement"**) is made and entered into by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA (**"University"**), on behalf of its Davis Campus Continuing and Professional Education (the **"CPE"**) and YUBA COUNTY HEALTH AND HUMAN SERIVCES (" (**"User"**).

RECITALS

WHEREAS, The CPE has been established and is maintained to support University's pursuit of its constitutional objectives of instruction, research, and public service; and

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 applicable);

NOW, THEREFORE, University shall furnish the following services to User.

TERMS AND CONDITIONS

1. Services: University shall present the program (**"Program"**) as more fully described in "Exhibit A", attached hereto and incorporated herein (collectively, the **"Services"**). Additional work shall be performed only if authorized in advance by written amendment to this Agreement executed by both parties. To the extent that any provision of Exhibit A is inconsistent with this Agreement, this Agreement shall take precedence.

    a. Limit on attendance: No more than thirty-five (35) 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 ten (10) business days of the Program 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 07/01/2026 and continue through 06/30/2027. All courses must be completed by 06/30/2027.

3. Payment: User shall pay University for Service as set forth in "Exhibit A", attached hereto and incorporated herein. CPE will provide User thirty (30) days' written notice of any proposed rate

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change and an option to amend or terminate the Agreement. User shall pay for Services within thirty (30) days of User's receipt of University's invoice. CPE reserves the right to suspend performance of Services if User fails to make payment in full within sixty (60) days.

4. Rules, Regulations, Policies and Guidelines: When on University property, User agrees to comply with all federal, state and local laws and University policies, as well as guidelines from the Centers for Disease Control and Prevention, state, county and other local state public health officials and University health and wellness standards, which may change from time-to-time with little or no notice. User is responsible for ensuring that its directors, officers, agents, employees, and participants who will participate in the Services at University property, comply with all applicable requirements.

5. 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.

6. 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:

        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 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.

    f. 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

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insurance shall not be canceled or changed without a minimum of thirty (30) days advance, written notice given to User.

g. Upon University's request, User shall provide University written evidence of User's insurance coverage relevant to the presence or activity of User, its officers, agents, and employees while in, on or about University property or in connection with this Agreement. In the event User's coverage is not acceptable to University, University shall have the right to immediately suspend Services. If User fails to provide acceptable insurance within ten (10) days after University's written notice, University may terminate this Agreement.

7. Non-Liability of University:

   a. Consequential Damages: University shall not be liable for any loss of profits, claims against User by any third party, or consequential damages.

   b. Delay/Desired Result: University shall incur no liability to User 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.

   c. Intentionally Omitted.

8. Confidential Information: During the course of this Agreement, User 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, User 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 User's Confidential Information in the same manner as University treats its own similar information. Upon User's written request, University shall use reasonable means to protect User's Confidential Information by means not normally employed by University, however, University shall have no obligation to comply with any such request by User. Should such protection occur, any related costs shall be borne by User. 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

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court order or when required by law. University shall give reasonable notice to User that Confidential Information is being sought by a third party, to afford User an opportunity to limit or prevent disclosure. Any defense against disclosure shall be at User's sole initiative, risk, cost, and expense. University is not obligated to participate in any defense against such request for disclosure. Upon User's request, University agrees to cease using all Confidential Information and to return it promptly to User.

c. Time Limitation: University shall not divulge User's Confidential Information for a period of three (3) years following termination of this Agreement, or earlier if User 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 User's written request, University shall return any Confidential Information. Absent such request, CPE shall destroy or dispose of it according to its established procedures.

9. Disclaimer of Warranty: UNIVERSITY MAKES NO WARRANTY AS TO RESULTS TO BE OBTAINED BY USER FROM THE USE OF ANY SERVICES AND/OR FACILITIES PROVIDED BY UNIVERSITY UNDER THIS AGREEMENT. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

10. University's Right to Use Data: University shall have the unrestricted right to use for its own purposes, including publication, any data or information which it may develop in connection with or as a result of performing the Services described in Exhibit A.

11. Ownership of Workshop Deliverables: University shall own and retain all rights, including copyrights, in all course materials and other works prepared by University under this Agreement.

12. Use of University's Name: User shall not use the name or mark of University in any form or manner in advertisements, reports, or other information released to the public without the prior written approval of University.

13. Termination: Either party may terminate this Agreement at any time by giving the other party thirty (30) calendar days' written notice of such action.

14. Force Majeure: Neither party shall be liable for delays due to causes beyond the party's control, including, but not limited to, acts of God, war, public enemy, civil disturbances, earthquakes, fires, floods, epidemics, pandemics, quarantine restrictions, strikes, freight embargoes, rolling blackouts, terrorist threats or actions on University property and unusually severe weather, performance shall be excused for a period commensurate with the period of impossibility.

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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.

15. Federal Contract Compliance: If this Agreement is funded wholly or in part with by a grant or contract from an agency of the federal government, University shall comply with all terms and conditions applicable to recipients of such funds and their contractors.

16. Conflict of Interest: User affirms that, to the best of User's knowledge, no University employee who has participated in University's decision-making concerning this Agreement has an "economic interest" in this Agreement or User. A University employee's "economic interest" means:

    a. An investment worth $2,000 or more in User or its affiliate;

    b. A position as director, officer, partner, trustee, employee or manager of User or its affiliate;

    c. Receipt during the past 12 months of $500 in income or $440 in gifts from User or its affiliate; or

    d. A personal financial benefit from this Agreement in the amount of $250 or more.

    In the event of a change in these economic interests, User shall provide written notice to University within thirty (30) days after such change, noting such changes. User shall not be in a reporting relationship to a University employee who is a near relative, nor shall a near relative be in a decision-making position with respect to User.

17. Tobacco-free Campus: University is a tobacco-free institution. Use of cigarettes, cigars, oral tobacco, electronic cigarettes and all other tobacco products is prohibited on all University owned or leased sites.

18. Equal Opportunity Affirmative Action: University will abide by the requirements set forth in Executive Orders 11246 and 11375. Where applicable, University will abide by 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), incorporated by reference with this statement: **"This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified**

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individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability." With respect to activities occurring in the State of California, University agrees to adhere to the California Fair Employment and Housing Act. University will provide User on request a breakdown of its labor force by groups as specified by University, and will discuss with University its policies and practices relating to its affirmative action programs. University will not maintain or provide facilities for employees at any establishment under its control that are segregated on a basis prohibited by federal law. Separate or single-user restrooms and necessary dressing or sleeping areas must be provided, however, to ensure privacy.

19. CANRA: University represents and warrants that it complies with the California Child Abuse and Neglect Reporting Act (**"CANRA"**). Failure to comply with CANRA will constitute a material breach of the Agreement and be grounds for termination.

20. Notices: Notices shall be directed to the appropriate parties at the following addresses:

UNIVERSITY
Michell Franklin
Program Director
Continuing & Professional Education
University of California, Davis
463 California Drive
Davis, CA 95616
E-mail: mtfranklin@ucdavis.edu

USER
Yesenia Medina
Administrative Analyst
YUBA COUNTY
HEALTH AND HUMAN SERVICES
5730 Packard Ave, STE 100,
Marysville, CA 95901
E-mail: ymedina@yuba.gov

ADDITIONAL UNIVERSITY
Human Services
Custom Training and Services
Continuing & Professional Education
University of California, Davis
463 California Drive
Davis, CA 95616
E-mail: UCDE-CTS@ou.ad3.ucdavis.edu

WITH A COPY TO:
County Counsel
County of Yuba
915 8th Street, Suite 111
Marysville, CA 95901

21. Attorneys' Fees: If any action at law or equity is brought to enforce or interpret the terms of this Agreement, including collection of delinquent payment, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which it may be entitled.

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22. 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 User of the other in their relationship under this Agreement.

23. Governing Law: This Agreement shall be construed pursuant to California law.

24. Amendment: No change in any term or condition of this Agreement shall become effective unless by amendment in writing signed by both parties.

25. Severability: If a provision of this Agreement becomes, or is determined to be, illegal, invalid, or unenforceable, that will not affect the legality, validity, or enforceability of any other provision of the Agreement or of any portion of the invalidated provision that remains legal, valid, or enforceable.

26. Entire Agreement: The terms of User's addendum or purchase order shall have no effect on the terms and conditions of this Agreement. This Agreement 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.

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EXHIBIT A

CUSTOM TRAINING PROGRAM

1. 23.0 Unit(s) of training in the subject areas selected by the agency from the UC Davis Continuing and Professional Education curriculum.

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. Extra training units may be charged for the following when requested in writing by User and approved by the University:
      a. Off-site training site and audio-visual equipment when on-site facility and equipment are not available.
      b. Food and non-alcoholic beverages when requested by the User in writing.
      c. Any other items when requested by the User in writing and approved by University.
   g. Per client request, 7% cost share shall be applied only to actual expenses incurred under this contract.

3. User will provide the following:
   a. Training facility and audio-visual equipment.
   b. On-site coordination of training

4. As found in the course catalog, standard onsite trainings incur a cost of 1.0 training unit per day and standard virtual trainings incur a cost of 0.80 training unit per day. Nonstandard courses may incur additional charges. Additional charges not listed within the catalog will be agreed to, in writing, between the User and the University.

Training Units	CHS Daily Rate		
23.0	$ 4,250.00	$97,750.00	Total CTS Amount
		($6,842.50)	Less CPE 7% Cost Share
		$90,907.50	**Total CTS User Share**

NORTHERN COUNTY HEALTH AND HUMAN SERVICES DIRECTOR'S CONSORTIUM MEMBERSHIP

The Northern County Health and Human Services (HHS) Directors' Consortium (NCDC) is a regional collaborative modeled after successful consortia in other California regions. Through a membership-based structure, participating counties contribute annual dues to support coordinated convenings, shared learning, and regional collaboration among HHS leaders. Participation in the consortium will result in strengthened regional collaboration, enhanced leadership capacity, increased alignment on policy and program implementation, and identification of opportunities for shared solutions and advocacy across Northern California counties.

The consortium provides a structured forum for county HHS Directors and their deputies (or equivalent) to:

- Build and strengthen professional relationships across counties
- Share promising practices, innovations and lessons learned
- Identify and advocate on shared regional challenges
- Explore opportunities for resource sharing and joint projects
- Support leadership development and succession planning
- Engage in executive-level professional development

Participants

- County Health and Human Services Agency (HHSA) or Social Services Agency (SSA) Directors (or equivalent executives)
- Deputy/Assistant Directors or equivalent program leaders, who contribute subject matter expertise and presentations on their program topic areas

Convenings and Structure

The consortium will host four in-person convenings annually. Each convening will follow a consistent structure and be coordinated by UC Davis in partnership with regional co-chairs and designated planning support. The meeting structure is as follows:

- Four (4) 1.5-day meetings per year, held in the greater Sacramento region or other locations within the region as determined by consortium members.
- The meeting focus will rotate through the following core program areas once per year: Adult Services, Self-Sufficiency, Fiscal, and Children's Services.
- Day 1: Directors and Deputies (or equivalent) – program-focused presentations, guest speakers, professional development.
- Day 2 (half-day): Directors only (or designee) – peer exchange, problem-solving, strategic collaboration.

UC Davis will provide consortium coordination, logistical support and agenda development in partnership with county representatives. Regional co-chairs and consortium participants will guide meeting content and priorities.

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Membership Dues
Dues are assessed based on county size, consistent with other regional consortia. Annual membership dues will fund consortium operations and activities, including:

- Staffing time for planning, coordination, logistics, agenda development and administrative support
- Meeting venues and meals (breakfasts and lunches) during convenings
- Hotel/lodging and parking costs for directors and deputies/equivalent
- Guest speakers on selected topics and trainers for executive development opportunities
- Special projects, which may include consultants, white papers or other projects to benefit the region's counties, as determined by the consortium members

Total Consortium Costs: $10,800

CUSTOM TRAINING SERVICES COSTS: $90,907.50

NORTHERN CALIFORNIA DIRECTOR'S CONSORTIUM COSTS: $10,800.00

TOTAL CONTRACT COSTS: $101,707.50

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VENDOR ASSURANCE OF COMPLIANCE WITH THE ___YUBA_____ COUNTY WELFARE DEPARTMENT

NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS

NAME OF VENDOR/RECIPIENT University of California, Davis

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51, et seq., as amended; California Government Code Section 11135-11139.8, as amended; California Government Code Section 12940; California Government Code Section 4450; Title 22, California Code of Regulations Section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, sexual orientation, gender identity, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed, political belief, or other applicable protected basis be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Division 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-11139.8, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

May 4, 2026
Date

One Shields Ave, Davis CA 95616
Address of vendor/recipient

Steven Kobayashi Digitally signed by Steven Kobayashi Date: 2026.05.04 14:17:09 -07'00'
Vendor/Recipient Authorized Representative's Signature

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

DocuSigned by:
Steven Kobayashi
09D3B0846D964FA...
SIGNATURE

Steven Kobayashi
FULL NAME

6/22/2026
DATE SIGNED

Associate Director, Procurement & Contracting Services
TITLE

YUBA COUNTY HEALTH AND HUMAN SERVICES

SIGNATURE

FULL NAME

DATE SIGNED

TITLE

INSURANCE PROVISIONS APPROVED

Signed by:
Tiffany Manuel
FEA3920AA24349B...
SIGNATURE

Tiffany Manuel
FULL NAME

6/18/2026
DATE SIGNED

Human Resource Director and Risk Manager
TITLE

RECOMMENDED FOR APPROVAL

Signed by:
Jennifer Vasquez
940E681D8B374C0...
SIGNATURE

Jennifer Vasquez
FULL NAME

6/22/2026
DATE SIGNED

Director, Yuba County Health and Human Services
TITLE

APPROVE AS TO FORM

Signed by:
Omar Figueroa for Janet Bender
255F35DBC262467...
SIGNATURE

Omar Figueroa for Janet Bender
FULL NAME

6/20/2026
DATE SIGNED

County Counsel
TITLE

ATTEST:

SIGNATURE

Mary Pasillas
FULL NAME

DATE SIGNED

Clerk of the Board of Supervisors
TITLE