

Services Agreement
UC Davis Continuing and Professional Education

This Agreement is made this 3rd day of June, 2025, 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 Nevada County Department of Social Services ("Client.")

T E R M S A N D C O N D I T I O N S

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 June 1, 2025 through April 1, 2026.
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
Office of Research
Sponsored Programs
1850 Research Park Drive, Suite 300
Davis, CA 95618-6153
awards@ucdavis.edu

Client:

Nevada County Department of Social Services
Nicholas Ready
988 McCourtney Rd.

Grass Valley, CA 95949
Nicholas.Ready@nevadacountyca.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:

Nevada County Department of Social Services
Nicholas Ready

988 McCourtney Rd.

Grass Valley, CA 95949
Nicholas.Ready@nevadacountyca.gov

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.
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.
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.

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

CLIENT

By:_____

By:_____

Name: Steven Kobayashi
Associate Director
Supply Chain Management

Name:

Date:_____

Date:_____

FEIN: 94-6036494

Exhibit A
Work Description

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 training
 - 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
- b. Provide support and facilitation for a 1-day in-person County Self -Assessment Community Stakeholder meeting and focus groups.
 - 1. Develop schedule
 - 2. Prepare stakeholder recruitment materials
 - 3. Draft list of discussion questions
 - 4. Prepare Welcome PowerPoint
 - 5. Facilitate in-person meetings
 - 6. Coordinate all logistical needs related to the stakeholder meeting; reserve venue, provide supplies and materials, and arrange catering
- c. Review and compile data from peer interviews, stakeholder meeting, and focus groups and submit to County.
- d. Provide technical assistance and support for the development of the CSA report.
 - 1. Provide a detailed checklist and report timeline
 - 2. Provide a detailed template with instructions for each report section
 - 3. Compile data for the Demographic Profile and Outcome Data Measure sections of the report
 - 4. Draft the Peer Review and Stakeholder Meeting sections of the report
 - 5. Provide two rounds of revisions

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.

Exhibit B
Schedule of Charges and Payments

The maximum obligation under this Agreement shall not exceed Eighty-Two Thousand Five Hundred Seventy-Two Dollars and Fifty Cents (\$82,572.50) for satisfactory provision of services as described under Exhibit “A” for the entire contract period of June 1, 2025 through April 1, 2026.

Description	Cost
Planning	
Peer Review Planning and Write-up	\$ 16,000.00
Stakeholder Meeting and Planning	\$ 3,500.00
Focus Groups Planning	\$ 1,500.00
CSA Report	\$ 2,500.00
Facilitation	
Peer Review Facilitation	\$ 15,500.00
Stakeholder Meeting Facilitation	\$ 2,500.00
Focus Groups Facilitation	\$ 6,000.00
In-person Coordination	
Peer Review Planning	\$ 4,500.00
Stakeholder Meeting Planning	\$ 2,000.00
Focus Groups Planning	\$ 500.00
Other Expenses	
Lodging - Peer review and CSA	\$ 4,700.00
UC Staff and Peer Travel	\$ 4,000.00
Catering	\$ 6,500.00
Facility	\$ 4,200.00
Misc. - materials/supplies	\$ 300.00
Indirect on Other Expenses	\$ 8,372.50
TOTAL	\$ 82,572.50

CONTINGENCY

Contract maximum is contingent and dependent upon the Client’s annual receipt of anticipated State/Federal Funds for contract services.

COST ANALYSIS:

Should the categories budgeted above change by more than ten percent (10%); a budget modification shall be submitted for approval. The Department of Social Services at its sole discretion shall determine if the change in the operating budget shall continue to meet the outcomes of the Agreement.

BILLING AND PAYMENT:

The University shall submit to the Client by the 20th of each month following the month services were rendered. Each invoice shall include:

- Dates/Month services were rendered
- Cost of services rendered – identifying total direct costs
- Billing period covered
- Contract Number assigned to the approved contract
- Supporting documentation as required in Exhibit A

Invoices are to be submitted to:

Nevada County Department of Social Services
Attention: Nicholas Ready
988 McCourtney Rd. #104
Grass Valley, California 95949

The Client shall review each billing for supporting documentation, dates of services, and costs of services as detailed previously. Should there a discrepancy on the invoice, said invoice shall be returned to the University for correction and/or additional supporting documentation. Payments shall be made in accordance with Client processes once an invoice has been approved by the department.

BILLING AND PAYMENT EXCEPTION

By the tenth of June each year, the University shall provide an invoice for services rendered for the month of May. An invoice of services provided for the month of June shall be provided no later than the tenth of July.