

**AGREEMENT  
FOR SERVICES OF INDEPENDENT CONTRACTOR**

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This Agreement (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter County) and The Regents of the University of California, a California Constitutional corporation, on behalf of its Santa Barbara campus (hereafter Contractor) wherein Contractor agrees to provide and County agrees to accept the services specified herein.

**THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **DESIGNATED REPRESENTATIVE:** Assistant Director – Administration (telephone 805.681.5220) is the representative of County and will administer this Agreement for and on behalf of County. George Hopwood (telephone number 8058935530) is the authorized representative for Contractor. Dr. Merith Cosden (telephone number 8058932370) is the Program Manager/Principal Investigator for Contractor and is in responsible for carrying out the programmatic effort as described in Exhibit A. Changes in designated representatives shall be made only after advance written notice to the other party.
2. **NOTICES.** Whenever it shall become necessary for either party to serve notice on the other respecting the Agreement, such notice shall be in writing and shall be served by Registered or Certified Mail, Return Receipt Requested, addressed as follows:
  - A. To County:

Director  
Santa Barbara County  
Alcohol, Drug, and Mental Health Services  
300 N. San Antonio Road  
Santa Barbara, CA 93110
  - To Contractor:

George Hopwood, Sponsored Projects Officer  
UCSB  
3227 Cheadle Hall, 3<sup>rd</sup> Floor  
Santa Barbara, CA 93106-2050
  - B. Any such notice so mailed shall be deemed to have been served upon and received by the addressee five (5) days after deposit in the mail. Either party shall have the right to change the place or person to whom notice is to be sent by giving written notice to the other party of the change.
3. **SCOPE OF SERVICES.** Contractor agrees to provide services to County in accordance with Exhibit A attached hereto and incorporated herein by reference.
4. **TERM.** Contractor shall commence performance by **7/1/2009** and complete performance by **6/30/2010**, unless this Agreement is otherwise terminated at an earlier date pursuant to Section 17.

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5. **COMPENSATION OF CONTRACTOR.** Contractor shall be paid for performance under this Agreement in accordance with the terms of Exhibit B, attached hereto and incorporated herein by reference. Contractor shall bill County by invoice, which shall include the Contract number assigned by County. Contractor shall direct the invoice to County's "Accounts Payable Department" at the address specified under Section 2 NOTICES, after completing the increments identified in Exhibit B.
6. **INDEPENDENT CONTRACTOR.** Contractor shall perform all of its services under this Agreement as an Independent Contractor and not as an employee of County. Contractor understands and acknowledges that it shall not be entitled to any of the benefits of a County employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, Workers' Compensation insurance, and protection of tenure.
7. **STANDARD OF PERFORMANCE.** Contractor represents that it has the skills, expertise, and licenses and/or permits necessary to perform the services required under this Agreement. Contractor shall use reasonable efforts in performance of the Statement of Work, and agrees that the performance of the Statement of Work shall conform with any and all applicable laws and regulations.
8. **NON-DISCRIMINATION.** County hereby notifies Contractor that Santa Barbara County's Unlawful Discrimination Ordinance (Santa Barbara County Code, Chapter 2, Article XIII) applies to this Agreement and is incorporated herein by reference with the same force and effect as if the ordinance were specifically set out herein. Contractor hereby agrees to comply with said ordinance.
9. **CONFLICT OF INTEREST.** Contractor covenants that Contractor's Principal Investigator(s) and Project Personnel that have responsibility for the design, conduct, or reporting of the project presently have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by Contractor to perform work under this Agreement.
10. **RESPONSIBILITIES OF COUNTY.** County shall provide all information reasonably necessary to allow Contractor to perform the services contemplated by this Agreement.
11. **OWNERSHIP OF DOCUMENTS.** Upon production, Contractor shall be the owner of the following items incidental to this Agreement, whether or not completed: all data collected, all documents of any type whatsoever (paper or electronic), and any material necessary for the practical use of the data and/or documents from the time of collection and/or production, whether or not performance under this Agreement is completed or terminated prior to completion. Contractor will have the right to copyright, publish, disclose, disseminate and use, in whole and in part, any data and information developed by Contractor under this Agreement. County will have the

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right to publish and use any technical report and information specified to be delivered hereunder.

12. **RECORDS, AUDIT, AND REVIEW.** Contractor shall keep those business records or documents created pursuant to this Agreement that would be kept by a reasonably prudent practitioner of Contractor's profession and shall maintain such records in a manner consistent with applicable Federal and State laws. All account records shall be kept in accordance with generally accepted accounting practices. County shall have the right to audit and review all such documents and records, either at any time during Contractor's regular business hours, or upon reasonable notice to Contractor. Contractor agrees to retain such records and documents for a period of not less than three (3) years, following the termination of this Agreement.
13. **COMPLIANCE WITH HIPAA.** Contractor is expected to adhere to Health Insurance Portability and Accountability Act (HIPAA) regulations and to develop and maintain comprehensive patient confidentiality policies and procedures, provide annual training of all staff who will or who are likely to have any access to or exposure to Protected Health Information in the performance of this Agreement, regarding those policies and procedures, and demonstrate reasonable effort to secure written and/or electronic data. Contractor is considered a Business Associate per the HIPAA regulations and shall adhere to the County Business Associate Agreement, which is attached and included by reference and marked as Exhibit BAA. The parties should anticipate that this Agreement will be modified as necessary for full compliance with HIPAA.
14. **INDEMNIFICATION AND INSURANCE.** Contractor shall agree to defend, indemnify and hold harmless the County and to procure and maintain insurance in accordance with the provisions of Exhibit C attached hereto and incorporated herein by reference.
15. **TAXES.** County shall not be responsible for paying any taxes on Contractor's behalf, and should County be required to do so by State, Federal, or local taxing agencies, Contractor agrees to promptly reimburse County for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but are not limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and Workers' Compensation insurance.
16. **DISPUTE RESOLUTION.** Any dispute or disagreement arising out of this Agreement shall first be addressed and resolved at the lowest possible staff level between the appropriate representatives of the Contractor and of the County. If the dispute or disagreement cannot be resolved at this level, it is to be elevated to the Contractor's Program Manager and County's relevant Program Manager. If the Managers cannot resolve the dispute, they are to take the following actions:
  - A. Decision – Each party shall reduce the dispute to writing and submit to the appropriate ADMHS Assistant Director. The Assistant Director shall assemble a team to investigate the dispute and to prepare a written decision. This decision shall be furnished to the Contractor within thirty (30) days of receipt of the dispute

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documentation. This decision shall be final unless appealed within ten (10) days of receipt.

- B. Appeal – The Contractor may appeal the decision to the Santa Barbara County Alcohol, Drug, and Mental Health Services Director or designee. The decision shall be put in writing within twenty (20) days and a copy thereof mailed to the Contractor’s address for notices. The decision shall be final.
- C. Continued Performance - Pending final decision of the dispute hereunder, Contractor shall proceed diligently with the performance of this Agreement.
- D. Dispute Resolution - The finality of appeal described herein is meant to imply only that recourse to resolution of disputes through this particular dispute resolution mechanism has been concluded. This is in no way meant to imply that the parties have agreed that this mechanism replaces either party’s rights to have its disputes with the other party heard and adjudicated in a court of competent jurisdiction.

### 17. **TERMINATION.**

- A. **BY COUNTY.** County, by written notice to Contractor, may terminate this Agreement in whole or in part at any time, whether for County convenience or because of the failure of Contractor to fulfill the obligations herein. Upon termination, Contractor shall deliver to County all data, estimates, graphs, summaries, reports, and all other records, documents or papers as may be required in Exhibit A.
  - 1. **FOR CONVENIENCE.** County may terminate this Agreement upon thirty (30) days written notice. Following such notice of termination, Contractor shall notify County of the status of its performance and cease work at the conclusion of the thirty (30) day notice period.

Notwithstanding any other payment provision of this Agreement, County shall pay Contractor for services performed to the date of termination including actual direct and indirect costs and noncancellable commitments incurred prior to the date of termination less payments, if any, previously made. In no event shall Contractor be paid an amount in excess of the maximum budgeted amount for this Agreement as set forth in Exhibit B, or paid for profit on unperformed portions of service. Contractor shall furnish to County such financial information as, in the judgment of County, is necessary to assess the costs incurred in the performance of this Agreement prior to termination.

- 2. **FOR CAUSE.** Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County may, at County’s sole option, terminate this Agreement by written notice which shall be effective upon receipt by Contractor. Notwithstanding any other payment provision of this Agreement, County shall pay Contractor for services performed to the date of termination including actual direct and indirect costs and noncancellable commitments incurred prior to the date of termination less payments, if any, previously made. In no event shall Contractor be paid an

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amount in excess of the maximum budgeted amount for this Agreement as set forth in Exhibit B, or paid for profit on unperformed portions of service. Contractor shall furnish to County such financial information as, in the judgment of County, is necessary to assess the costs incurred in the performance of this Agreement prior to termination.

**B. BY CONTRACTOR.** Contractor may, upon thirty (30) days written notice to County, terminate this Agreement in whole or in part at any time, whether for Contractor's convenience or because of the failure of County to fulfill the obligations herein. Following such termination, Contractor shall promptly cease work and notify County as to the status of its performance.

**18. ENTIRE AGREEMENT, AMENDMENTS, AND MODIFICATIONS.** In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties. There have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be amended or modified only by the written mutual consent of the parties hereto. Requests for changes to the terms and conditions of this agreement after April 1 of the Fiscal Year for which the change would be applicable shall not be considered. All requests for changes shall be in writing. Changes shall be made by an amendment pursuant to this Section. Any amendments or modifications that do not materially change the terms of this Agreement (such as changes to the Designated Representative or Contractor's address for purposes of Notice) may be approved by the director of Alcohol, Drug & Mental Health Services. The Board of Supervisors of the County of Santa Barbara must approve all other amendments and modifications. Each party waives its future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral Agreements, course of conduct, waiver or estoppel.

**19. NON-EXCLUSIVE AGREEMENT.** Contractor understands that this is not an exclusive Agreement and that County shall have the right to negotiate and enter into contracts with others providing the same or similar services as those provided by Contractor as the County desires.

**20. SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties set forth in this Agreement, by or on behalf of or for the benefit of any or all parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

**21. ASSIGNMENT.** Contractor shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of County. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

**22. REMEDIES NOT EXCLUSIVE.** No remedy herein conferred upon or reserved to the parties is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in

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addition to any other remedy given hereunder, now or hereafter existing at law or in equity or otherwise.

23. **NO WAIVER OF DEFAULT.** No delay or omission of the parties to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to the parties shall be exercised from time-to-time and as often as may be deemed expedient in the sole discretion of either party.
24. **CALIFORNIA LAW.** This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in State Court, or in the Federal District Court nearest to Santa Barbara County, if in Federal Court.
25. **COMPLIANCE WITH LAW.** Contractor shall, at his sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of Contractor in any action or proceeding against Contractor, whether County be a party thereto or not, that Contractor has violated any such ordinance or statute, shall be conclusive of that fact as between Contractor and County.
26. **SECTION HEADINGS.** The headings of the several sections, and any table of contents appended hereto shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.
27. **SEVERABILITY.** If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof. Such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
28. **EXECUTION OF COUNTERPARTS.** This Agreement may be executed in any number of counterparts. Each counterpart shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.
29. **TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement, and each covenant and term is a condition herein.
30. **AUTHORITY.** All parties to this Agreement agree that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and have complied with all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement. Furthermore, by entering into this Agreement, Contractor hereby agrees that it shall not have breached the terms or conditions of

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any other Agreement or Agreement to which Contractor is obligated, which breach would have a material effect hereon.

31. **PRECEDENCE.** In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.
32. **COMMUNICATION.** Contractor shall acknowledge in any public announcement regarding the program that is the subject of this Agreement that Santa Barbara County Alcohol, Drug, and Mental Health Department provides all or some of the funding for the program.
33. **PRIOR AGREEMENTS.** Upon execution, this Agreement supersedes all prior Mental Health Services agreements between County and Contractor.
34. **NONAPPROPRIATION OF FUNDS.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or County governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then County will notify Contractor of such occurrence and County may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, County shall have no obligation to make payments with regard to the remainder of the term, in accordance with Article 17.A.1 of this Agreement.

## **AGREEMENT**

### **THIS AGREEMENT INCLUDES:**

- A. EXHIBIT A – Statement of Work
- B. EXHIBIT B - Payment Arrangements
- C. EXHIBIT B-1 – Schedule of Fees
- D. EXHIBIT C –Indemnification and Insurance Provisions for UCSB
- E. EXHIBIT BAA – HIPAA Business Associate Agreement



**AGREEMENT**

Agreement for Services of Independent Contractor between the County of Santa Barbara and UCSB.

**IN WITNESS WHEREOF**, the parties have executed this Agreement to be effective on the date executed by County.

COUNTY OF SANTA BARBARA

By: \_\_\_\_\_  
CHAIR, BOARD OF SUPERVISORS  
Date: \_\_\_\_\_

ATTEST:  
MICHAEL F. BROWN  
CLERK OF THE BOARD

CONTRACTOR

By: \_\_\_\_\_  
Deputy  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Tax Id No 95-6006145.  
Date: \_\_\_\_\_

APPROVED AS TO FORM:  
DENNIS MARSHALL  
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:  
ROBERT W. GEIS, CPA  
AUDITOR-CONTROLLER

By \_\_\_\_\_  
Deputy County Counsel  
Date: \_\_\_\_\_

By \_\_\_\_\_  
Deputy  
Date: \_\_\_\_\_

APPROVED AS TO FORM :  
ALCOHOL, DRUG, AND MENTAL HEALTH  
SERVICES  
ANN DETRICK, PH.D.  
DIRECTOR

APPROVED AS TO INSURANCE FORM:  
RAY AROMATORIO  
RISK PROGRAM ADMINISTRATOR

By \_\_\_\_\_  
Director  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Date: \_\_\_\_\_



Exhibit A  
Statement of Work

1. **PROGRAM SUMMARY:** Contractor provides evaluation services, periodic reporting, and consultation for County treatment programs and grants, including the Substance Abuse and Crime Prevention Act (SACPA), Substance Abuse Treatment Court (SATC), and the Substance Abuse and Mental Health Services Administration (SAMHSA) Sober Women and Healthy Families (SWHF), SAMHSA First Steps System of Care (FSSC), and SAMHSA Methamphetamine Recovery Services (MARS) grants (hereafter, “the Program”). The Program measures clinical outcomes, program effectiveness, recidivism rates, and client attitudes towards treatment, as further detailed in Contractor’s proposals. The Program also provides training, education and consultation to help improve data collection, clinical outcomes, and promote effective grant management, as further detailed in Contractor’s proposals. The Program will be located at UCSB, Graduate School of Education, Santa Barbara, CA 93106.
  
2. **DEFINITIONS.**
  - A. **SACPA:** The Substance Abuse Crime Prevention Act of 2000 (SACPA), also known as Prop 36, provides funding to support substance abuse treatment in lieu of incarceration to non-violent criminal drug offenders, and to provide treatment in community-based organizations. Services include individual and group counseling, community referrals for ancillary services, and drug testing according to the SACPA Treatment Manual.
  
  - B. **SATC:** Substance Abuse Treatment Court (SATC) facilitates recovery of individuals within the criminal justice system by offering alternatives to traditional criminal processing for individuals with charges related to substance abuse. SATC provides a comprehensive and judicially monitored program of drug treatment and rehabilitation services. Services include individual and group counseling, community referrals for ancillary services, and drug testing according to SATC Standards and Practices.
  
  - C. **SAMHSA Sober Women and Healthy Families (SWHF) grant:** Sober Women and Healthy Families (SWHF) is a residential treatment program. The treatment is designed to provide substance abuse and trauma treatment for pregnant and parenting women and their children. The goals of the grant are to increase access to services for this population; provide a comprehensive, culturally-competent and trauma-sensitive system of services; reduce substance abuse for pregnant and parenting women; improve the women’s medical and mental health status; strengthen their competence and confidence as parents; improve the birth outcomes for children born to these women; improve the physical, developmental and mental health of the women’s minor children; and to improve the participant’s housing stability, life skills, education and vocational status.
  
  - D. **SAMHSA Methamphetamine Recovery Services (MARS):** The Methamphetamine Recovery Services (MARS) project is designed to enhance the services received by participants in the Santa Barbara County Substance Abuse Treatment Court (SATC) to improve treatment outcomes. The eighteen (18) month project is located in Santa Maria, with group and individual therapy,

Exhibit A  
Statement of Work

educational and vocational training and assessment, as well as frequent drug testing and judicial hearings. This project will augment the usual drug treatment offered by the SATC with specialized interventions in each of these areas: the Matrix curriculum for amphetamine treatment; a psychiatrist to assist with clients who have a dual diagnosis; and the Seeking Safety curriculum for clients with a history of trauma.

**E. SAMHSA First Steps System of Care – Project PREMIE (FSSC):** Project PREMIE is a six month residential treatment program for perinatal women with substance abuse issues. The project provides substance abuse treatment, trauma-informed treatment, life skills training, parenting education, transitional housing support, vocational and educational training, and mental healthy therapy.

**3. SERVICES.**

- A. Contractor shall evaluate the effectiveness of each program by collecting required data, per funding source requirements (i.e. SAMHSA);
- B. Contractor shall provide written reports on the effectiveness of each program with formal written reports, at a frequency to meet funding source requirements, and provide verbal reports at Therapeutic Justice Court Core Committee and Policy Council meetings;
- C. Contractor shall provide consultation and training to County, court team and contract provider staff on data collection requirements and best-practice clinical methods. Consultation includes assisting County to meet grant reporting requirements;
- D. Contractor shall present findings from data analysis and represent County at grant mandated meetings and conferences.
- E. **SACPA.** Contractor shall provide the following evaluation services for SACPA:
  - i. Work with County and Probation to collect the data required for SACPA evaluation;
  - ii. Enter and maintain databases for SACPA evaluation;
  - iii. Provide County with bi-annual reports for the SACPA program. The evaluation and report will cover the outcome measures as required by the Therapeutic Justice Policy Council;
  - iv. Provide SACPA data that will assist County in the reporting of their annual Recurring Performance Measures (RPMs);
  - v. Provide bi-annual updates to the ADP Manager on the status of evaluation projects;

Exhibit A  
Statement of Work

F. **SATC.** Contractor shall provide the following evaluation services for SATC projects:

- i. Conduct exit interviews with clients graduating from SATC;
- ii. Conduct follow-up interviews with clients three (3), six (6), and twelve (12) months after they leave the program;
- iii. Work with County and Probation to collect the data required for project(s) evaluation;
- iv. Enter and maintain databases for SATC evaluation projects;
- v. Provide SATC data that will assist County in the reporting of their annual Recurring Performance Measures (RPMs);
- vi. Provide quarterly updates to the ADP Manager on the status of the evaluation of projects;
- vii. Provide County with annual reports for the SATC program;
- viii. Provide training and instruction as needed for data collection;

G. **SAMHSA SWHF.** Contractor shall provide the following evaluation services for SWHF, as required by SAMHSA:

- i. Train treatment provider staff to conduct required SAMHSA assessment tools and collect other data as needed;
- ii. Score assessments, create databases, and enter all data in a timely manner;
- iii. Provide weekly feedback to the treatment program staff and administrators on the extent to which the grant is meeting established goals in terms of client entry and follow-up;
- iv. Meet with treatment provider staff once per month to discuss any problems with data collection and to provide feedback on client outcomes as available;
- v. Analyze the data to assess treatment program goals at least once per year;
- vi. Provide written reports as needed and one formal written report summarizing process and outcome data;
- vii. Present findings of the formal report at professional conferences, including the national meetings of the American Psychological Association and other meetings required by SAMHSA.

H. **SAMHSA MARS.** Contractor shall provide the following evaluation services for MARS:

- i. Provide weekly updates to treatment providers on scheduled data collection;
- ii. Meet with the program staff once a month to discuss problems with data collection and to provide feedback on client outcomes as available;
- iii. Participate in monthly phone conferences with SAMHSA;
- iv. Conduct consumer surveys for clients who have been in treatment;

Exhibit A  
Statement of Work

- v. Score the assessments and provide feedback to the staff on individual clients, particularly on concerns raised from the Trauma Symptom Inventory (TSI);
  - vi. Enter all client assessment, demographic, and Government Performance Review Act (GPRA) data, as required by SAMHSA, into databases;
  - vii. Contractor's staff evaluators will analyze the data to assess the extent to which the program has met its process and outcome goals for the bi-annual reports and on a yearly basis;
  - viii. Provide written reports for the Bi-Annual Reports, the Continuation Proposal, and the Yearly Outcome Report.
  - ix. Attend required SAMHSA conferences.
- I. **SAMHSA FSSC.** Contractor shall provide the following evaluation services for FSSC:
- i. Complete data collection and enter data into databases;
  - ii. Analyze data to address all FSSC objectives and consider differences in outcomes as a function of client characteristics;
  - iii. Prepare final report to be delivered to County, FSSC grant funded contractors, SAMHSA, and other professional audiences.
4. Grant-funded services, such as those funded by SAMHSA shall adhere to the terms and conditions of the Notice of Grant Award, the original grant proposal, and any subsequent grant reapplications, if applicable.

## EXHIBIT B

### FINANCIAL PROVISIONS

(with attached Exhibit B-1, Schedule of Services)

This Agreement provides for reimbursement for Alcohol and Drug Program services up to a Maximum Contract Amount. For all services provided under this Agreement, Contractor will comply with all requirements necessary for reimbursement in accordance with the regulations applicable to the funding sources identified in the Exhibit B-1, and other applicable Federal, State and local laws, rules, manuals, policies, guidelines and directives.

#### I. PAYMENT FOR SERVICES

- A. Performance of Services. Contractor shall be compensated on a cost reimbursement basis based on performance of the Alcohol and Drug Program services described in Exhibit A, only to the extent specified in Exhibit B-1.
- B. Limitations on Use of Funds Received Pursuant to this Agreement. Contractor shall use the funds provided by County exclusively for the purposes of performing the services described in Exhibit A to this Agreement. Expenses shall comply with the requirements established in OMB A-21, "Cost Principles for Educational Institutions," and applicable regulations. Violation of this provision or use of County funds for purposes other than those described in Exhibit A shall constitute a material breach of this Agreement.

#### II. MAXIMUM CONTRACT AMOUNT.

The Maximum Contract Amount shall not exceed One Hundred Seventy-One Thousand Dollars (\$171000). The Maximum Contract Amount shall consist of County, State, and/or Federal funds as shown in Exhibit B-1. Notwithstanding any other provision of this Agreement, in no event shall County pay Contractor more than this Maximum Contract Amount for Contractor's performance hereunder without a properly executed amendment.

**III. MATCH REQUIREMENTS.** In accepting funding from County, Contractor may be required to provide a match per year, as described in Exhibit B-1. Such matching funds shall be separately identified for audit purposes, and shall be used to supplement and/or enhance the services described in Exhibit A. These match funds shall be identified and reported to County on Contractor's monthly invoice and annual year-end Cost Report.

#### IV. REALLOCATION OF PROGRAM FUNDING

Contractor shall make written application to Director, or designee, in advance, to reallocate funds as outlined in Exhibit B-1 between Programs or funding sources, for the purpose of meeting specific Program needs or for providing continuity of care to its clients. Contractor's application shall include a narrative specifying the purpose of the request, the amount of said funds to be reallocated, and the sustaining impact of the reallocation as may be applicable to

## EXHIBIT B

future years. The Director's, or designee's, decision of whether to allow the reallocation of funds shall be in writing to Contractor prior to implementation by Contractor.

### V. BILLING AND PAYMENT PROCEDURES AND LIMITATIONS.

- A. Internal Procedures. Contractor shall maintain internal financial controls which adequately ensure proper recording, classification, and allocation of expenses, and billing and collection procedures.
- B. Submission of Claims and Invoices: Invoices for all other services described in Exhibit A shall be delivered electronically to [adpfinance@co.santa-barbara.ca.us](mailto:adpfinance@co.santa-barbara.ca.us) on a form acceptable to or provided by County not more than monthly and shall include: i) costs by category, ii) the amount owed by County, and iii) the contract number and signature of Contractor's financial representative.

Contractor agrees that it shall be solely liable and responsible for all invoice data and documents submitted by the County to the State on behalf of Contractor.

The Director or designee shall review the invoice to confirm accuracy of the data submitted.

- C. Withholding of Payment for Non-Submission of Required Information. If any required invoice is not submitted by Contractor to County within the time limits described in this Agreement or if any such invoice is incomplete, incorrect, or is not completed in accordance with the requirements of this Agreement, then payment shall be withheld until County is in receipt of complete and correct data and such data has been reviewed and approved by Director or designee. Director or designee shall review such submitted service data within 60 calendar days of receipt
- D. No Payment for Services Provided Following Expiration/ Termination of Contract. Contractor shall have no claim against County for payment of any funds or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.
- E. Claims Certification and Program Integrity. Contractor shall certify that all information and/or data reported to County for any payor sources covered by this Agreement are true and accurate to the best of Contractor's knowledge.
- F. Tracking of Expenses. Contractor shall inform County when seventy-five percent (75%) of the Maximum Contract Amount has been incurred based upon Contractor's own



## EXHIBIT B

billing records. Contractor shall send such notice to those persons and addresses which are set forth in the Agreement, Section 2 (NOTICES).

### VI. COST REPORT

- A. Submission of Cost Report. Within sixty (60) days after the close of the Fiscal Year covered by this Agreement, Contractor shall provide County with an accurate and complete Annual Cost Report with a statement of expenses and revenue for the prior fiscal year. The Annual Cost Report shall be prepared by Contractor in accordance with all applicable Federal, State and County requirements and generally accepted accounting principles. Contractor shall allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in accordance with such requirements and consistent with prudent business practice. All revenues received by Contractor shall be reported with its annual Cost Report, and shall be used to offset gross cost. Contractor shall maintain source documentation to support the claimed costs, revenues and allocations which shall be available at any time to Director or designee upon reasonable notice.
- B. Cost Report to be Used for Settlement. The Cost Report shall be the final financial and statistical report submitted by Contractor to County. Contractor shall document that costs are reasonable and allowable and directly or indirectly related to the services to be provided hereunder.
- C. Withholding Payment. County shall withhold the final month's payment under this Agreement until such time that Contractor submits its complete Annual Cost Report.
- D. Audited Financial Reports: Each year of the Contract, the Contractor shall submit to County a copy of their audited annual financial statement, including management comments. This report shall be submitted within thirty (30) days after the report is requested by the County.
- E. Single Audit Report: If Contractor is required to perform a single audit, per the requirements of OMB circular A-133, Contractor shall submit a copy of such single audit to County within thirty (30) days of request by the County.

### VII. PREAUDIT COST REPORT SETTLEMENT.

- A. Preaudit Cost Report Settlement. Based on the Annual Cost Report(s) submitted pursuant to this Exhibit B Section VI (Cost Reports), at the end of each Fiscal Year or portion thereof that this Agreement is in effect, the State and County will perform a pre-audit cost report settlement. Such settlement will be subject to the terms and conditions of this Agreement and any other applicable State and/or Federal statutes, regulations, policies and procedures, or requirements pertaining to cost reporting and settlements for applicable Federal and/or State programs. Settlement shall also be adjusted to the lower of:

## EXHIBIT B

1. The Contractor's actual costs;
  2. The Maximum Contract Amount of this Agreement.
- B. Issuance of Findings. County's issuance of its pre-audit cost report settlement findings shall take place no later than one-hundred-twenty (120) calendar days after the receipt by County from the State of the State's Final Cost Report Settlement package for a particular fiscal year.
- C. Payment. In the event that Contractor adjustments based on any of the above methods indicate an amount due the County, Contractor shall pay County by direct payment within thirty (30) days or from deductions from future payments, if any, at the sole discretion of the Director.

### VIII. AUDITS, AUDIT APPEALS AND POSTAUDIT FINAL SETTLEMENT:

- A. Audit by Responsible Auditing Party. At any time during the term of this Agreement or after the expiration or termination of this Agreement, in accordance with State and federal law, authorized representatives from the County, State or Federal governments (Responsible Auditing Party) may conduct an audit of Contractor regarding the Alcohol and Drug Program services/activities provided hereunder.
- B. Settlement. Contractor shall be responsible for any disallowance taken by the Responsible Auditing Party, as a result of any audit exception that is related to the Contractor's responsibilities herein. In the case of a State audit the State and County will perform a post-audit settlement that is based on State audit findings. Such settlement will take place when the State initiates its settlement action which customarily is after the issuance of the audit report by the State and before the State's audit appeal process. However, if the Responsible Auditing Party stays its collection of any amounts due or payable because of the audit findings, County will also stay its settlement of the same amounts due or payable until the Responsible Auditing Party initiates its settlement action with County.
- C. Invoice for Amounts Due. County shall issue an invoice to Contractor for any amount due County after the Responsible Auditing Party issues an audit report. The amount on the County invoice is due by Contractor to County thirty (30) calendar days from the date of the invoice.
- D. Appeal. Contractor may appeal any such audit findings in accordance with the audit appeal process established by the party performing the audit.

# EXHIBIT B-1

## EXHIBIT B-1 ALCOHOL, DRUG AND MENTAL HEALTH SERVICES SCHEDULE OF RATES AND CONTRACT MAXIMUM

**CONTRACTOR NAME:** University of California, Santa Barbara      **FISCAL YEAR:** 2009-10

	PROGRAM					TOTAL
	SACPA	SATC	SAMHSA - SWHF	SAMHSA - MARS	SAMHSA-FSSC	
	July 1, 2009 - June 30, 2010	July 1, 2009 - June 30, 2010	July 1, 2009 - June 30, 2010	July 1, 2009 - June 30, 2010	July 1, 2009 - September 30, 2009	
DESCRIPTION/MODE/SERVICE FUNCTION:	NUMBER OF UNITS PROJECTED (based on history):					
04-Research/Evaluation	20,000	31,000	50,000	50,000	20,000	171,000
SERVICE TYPE: DM/C, NON DM/C, SACPA, CW	SACPA	SATC	Grant	Grant	Grant	-
UNIT REIMBURSEMENT	Cost Reimbursed	Cost Reimbursed	Cost Reimbursed	Cost Reimbursed	Cost Reimbursed	-
COST PER UNIT/PROVISIONAL RATE:	As Budgeted					
04-Research/Evaluation						
<b>GROSS COST:</b>	\$ 20,000	\$ 31,000	\$ 50,000	\$ 50,000	\$ 20,000	\$ 171,000
CONTRACTOR: (as depicted in Contractor's Budget)						
A CLIENT FEES						\$0
B CLIENT INSURANCE						\$0
C CONTRIBUTIONS/GRANTS (includes unsecured)						\$0
D FOUNDATIONS/TRUSTS						\$0
E SPECIAL EVENTS						\$0
F OTHER (LIST): OTHER GOVERNMENT						\$0
OTHER (LIST): INVESTMENT INCOME						\$0
<b>TOTAL CONTRACTOR REVENUES</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$0
<b>MAXIMUM (NET) CONTRACT AMOUNT:</b>	\$ 20,000	\$ 644,750	\$ 50,000	\$ 50,000	\$ 20,000	\$ 171,000
SOURCES OF FUNDING FOR MAXIMUM CONTRACT AMOUNT						
A SACPA (6240)	\$ 20,000					\$ 20,000
B Drug Court (6246)		\$ 31,000				\$ 31,000
C SAMHSA SWHF Grant (6244)			\$ 50,000			\$ 50,000
D SAMHSA MARS Grant (6244)				\$ 50,000		\$ 50,000
E SAMHSA FSSC Grant (6244) - to 9/30/09*					\$ 20,000	\$ 20,000
<b>TOTAL (SOURCES OF FUNDING)</b>	\$ 20,000	\$ 31,000	\$ 50,000	\$ 50,000	\$ 20,000	\$ 171,000

CONTRACTOR SIGNATURE: \_\_\_\_\_

STAFF ANALYST SIGNATURE: \_\_\_\_\_

FISCAL SERVICES SIGNATURE: \_\_\_\_\_

\*This amount is an estimate based on a projection of the grant funds that will be available to the provider in FY 09-10. The actual amount will be determined by the amount of unexpended grant funds remaining after June 30, 2009. County will disburse funds not to exceed the actual grant funds available. In the event available grant funds are lower than this estimate, County will not provide other funding to supplement grant funds.

## **EXHIBIT C Indemnification**

### **A. INDEMNIFICATION BY REGENTS OF THE UNIVERSITY OF CALIFORNIA**

REGENTS OF THE UNIVERSITY OF CALIFORNIA shall indemnify, defend and hold COUNTY OF SANTA BARBARA, and COUNTY OF SANTA BARBARA's agents, officers and employees, harmless from and against all claims, damages, losses, causes of action and expenses, including attorneys' fees, for any personal injury, bodily injury, loss of life or damage to property, violation of any federal, state or municipal law, ordinance or constitutional provision, or other cause which arise out of, relate to, or result from the activities or omissions, negligent or otherwise, under this Agreement of REGENTS OF THE UNIVERSITY OF CALIFORNIA, and REGENTS OF THE UNIVERSITY OF CALIFORNIA's officers, agents and employees, including performing or authorizing the performance of, or in failing to perform or authorize the performance of any work, services or functions provided for, referred to in or in any way connected with any work, services or functions to be performed under this Agreement.

### **B. INDEMNIFICATION BY COUNTY OF SANTA BARBARA**

COUNTY OF SANTA BARBARA shall indemnify, defend and hold REGENTS OF THE UNIVERSITY OF CALIFORNIA, and REGENTS OF THE UNIVERSITY OF CALIFORNIA's agents, officers and employees, harmless from and against all claims, damages, losses, causes of action and expenses, including attorneys' fees, for any personal injury, bodily injury, loss of life or damage to property, violation of any federal, state or municipal law, ordinance or constitutional provision, or other cause which arise out of, relate to, or result from the activities or omissions, negligent or otherwise, under this Agreement of COUNTY OF SANTA BARBARA, and COUNTY OF SANTA BARBARA's officers, agents and employees.

### **C. NO AGENCY**

Except as otherwise specified herein, for the purposes of this section, REGENTS OF THE UNIVERSITY OF CALIFORNIA shall not be deemed to be COUNTY OF SANTA BARBARA's agent and COUNTY OF SANTA BARBARA shall not be deemed to be REGENTS OF THE UNIVERSITY OF CALIFORNIA's agent.

### **D. NOTIFICATION**

Each party shall give the other prompt notification when it first learns of an incident or occurrence covered, or likely to be covered, under the terms of this indemnity provision, as well as prompt notification if a claim is made or suit is brought against a party based on an incident or occurrence covered, or likely to be covered, by the terms hereof.

### **E. CONTINUING OBLIGATION**

To the extent that REGENTS OF THE UNIVERSITY OF CALIFORNIA has agreed to indemnify, defend and hold harmless COUNTY OF SANTA BARBARA, its officers, agents and employees under this Agreement, said obligations shall continue to exist

**EXHIBIT C**  
**Indemnification**

during the term of this Agreement and subsequent to this Agreement for those acts or omissions giving rise to liability which occurred during this Agreement.

To the extent that COUNTY OF SANTA BARBARA has agreed to indemnify, defend and hold harmless REGENTS OF THE UNIVERSITY OF CALIFORNIA, its officers, agents and employees under this Agreement, said obligations shall continue to exist during the term of this Agreement and subsequent to this Agreement for those acts or omissions giving rise to liability which occurred during this Agreement.

**F. INSURANCE**

Each party recognizes and accepts the other party is self-insured. Either party may purchase commercial insurance to cover their exposure hereunder, in whole or in part.

## **Exhibit BAA HIPAA Business Associate Agreement**

### **1. Use and Disclosure of Protected Health Information**

Except as otherwise provided in this Exhibit, the Contractor may use or disclose Protected Health Information (“PHI”)<sup>1</sup> to perform functions, activities or services for or on behalf of the County, as specified in the underlying agreement, provided that such use or disclosure does not violate HIPAA or other law. The uses and disclosures of PHI may not exceed the limitations applicable to the County under the regulations except as authorized for management, administrative or legal responsibilities of the Contractor. PHI includes without limitation “Electronic Protected Health Information” (“E PHI”)<sup>2</sup>

### **2. Requirement to Train Own Employees**

The Contractor has a responsibility to provide effective training for all members of its workforce (including its own employees, management, staff, volunteers and independent contractors) who will or who are likely to have any access to or exposure to PHI or EPHI. Members of the Contractor’s workforce who use, disclose, handle, view, process, distribute, access, audit, create, receive or have any exposure to PHI or EPHI must receive training on both the HIPAA Privacy Rule and the HIPAA Security Rule. Privacy Rule Training shall meet the requirements of 45 Code of Federal Regulations Section 164.530 (b). Security Rule Training shall meet the requirements of 45 Code of Federal Regulations Section 164.308 (a)(5).

### **3. Further Disclosure of PHI**

The Contractor shall not use or further disclose PHI other than as permitted or required by the underlying Agreement, or as required by law.

### **4. Safeguarding PHI**

The Contractor shall use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by the underlying Agreement. Contractor shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of EPHI that Contractor creates, receives, maintains or transmits on behalf of County. The actions taken by the Contractor to safeguard EPHI shall include, but may not be limited to:

- A. Encrypting EPHI that it stores and transmits;
- B. Implementing strong access controls, including physical locks, firewalls, and strong passwords;
- C. Using antivirus software that is upgraded regularly;
- D. Adopting contingency planning policies and procedures, including data backup and disaster recovery plans; and

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<sup>1</sup> “Protected Health Information” means individually identifiable health information including, without limitation, all information, data, documentation and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

<sup>2</sup> “Electronic Protected Health Information” means Protected Health Information, which is transmitted by Electronic Media (as defined in the HIPAA Security and Privacy Rule) or maintained in Electronic Media, Exhibit E HIPAA Business Associate Agreement

**Exhibit BAA**  
**HIPAA Business Associate Agreement**

E. Conducting periodic security training.

**5. Unauthorized Use or Disclosure of PHI**

The Contractor shall report to the County any use or disclosure of the PHI not provided for by the underlying Agreement or otherwise in violation of the Privacy Rule or Security Rule. Contractor shall report to County any security incidents within 10 days of becoming aware of such incidents. For purposes of this paragraph, "security incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system.

**6. Agents and Subcontractors of the Business Associate**

The Contractor shall ensure that any agent, including a subcontractor, to which the Contractor provides PHI received from, or created or received by the Contractor on behalf of the County, shall comply with the same restrictions and conditions that apply through the underlying Agreement to the Contractor with respect to such information. The Contractor shall ensure that any agent to whom it provides PHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such PHI. Contractor shall not use subcontractors or agents, unless it receives prior written consent from County.

**7. Access to PHI**

At the request of the County, and in the time and manner designated by the County, the Contractor shall provide access to PHI in a Designated Record Set to an Individual or the County to meet the requirements of 45 Code of Federal Regulations Section 164.524.

**8. Amendments to Designated Record Sets**

The Contractor shall make any amendment(s) to PHI in a Designated Record Set that the County directs or at the request of the Individual, and in the time and manner designated by the County in accordance with 45 Code of Federal Regulations Section 164.526.

**9. Documentation of Uses and Disclosures**

The Contractor shall document such disclosures of PHI and information related to such disclosures as would be required for the County to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 Code of Federal Regulations Section 164.528. Contractor agrees to implement a process that allows for an accounting to be collected and maintained by Contractor and its agents or subcontractors for at least six years prior to the request, but not before the compliance date of the Privacy Rule.

**10. Accounting of Disclosures**

The Contractor shall provide to the County or an Individual, in the time and manner designated by the County, information collected in accordance with 45 Code of Federal Regulations Section 164.528, to permit the County to respond to a request by the Individual for an accounting of disclosures of PHI in accordance with 45 Code of Federal Regulations Section 164.528.

**11. Records Available to Covered Entity and Secretary**

The Contractor shall make available records related to the use, disclosure, security and privacy protection of PHI received from the County, or created or received by the Contractor on behalf of the County, to the County or to the Secretary of the United State Department of Health and Human Services for purposes of investigating or auditing the County's compliance with the HIPAA privacy and security regulations, in the time and manner designated by the County or the Secretary.

**Exhibit BAA**  
**HIPAA Business Associate Agreement**

**12. Destruction of PHI**

- A. Upon termination of the underlying Agreement for any reason, the Contractor shall:
1. Return all PHI received from the County, or created or received by the Contractor on behalf of the County required to be retained by the Privacy Rule; or
  2. Return or destroy all other PHI received from the County, or created or received by the Contractor on behalf of the County.

This provision also shall apply to PHI in possession of subcontractors or agents of the Contractor. The Contractor, its agents or subcontractors shall retain no copies of the PHI. However, Contractor, its agents or subcontractors shall retain all protected information throughout the term of the underlying Agreement and shall continue to maintain the information required under Section 9 of this Exhibit for a period of six years after termination of the underlying Agreement.

- B. In the event the Contractor determines that returning or destroying the PHI is not feasible, the Contractor shall provide the County notification of the conditions that make return or destruction not feasible. If the County agrees that the return of the PHI is not feasible, the Contractor shall extend the protections of this Exhibit to such PHI and limit further use and disclosures of such PHI for so long as the Contractor, or any of its agents or subcontractors, maintains such PHI.

**13. Amendments**

The Parties agree to take such action as is necessary to amend the underlying Agreement as necessary for the County to comply with the requirements of the Privacy Rule and its implementing regulations.

**14. Mitigation of Disallowed Uses and Disclosures**

The Contractor shall mitigate, to the extent practicable, any harmful effect that is known to the Contractor of a use or disclosure of PHI by the Contractor in violation of the requirements of the underlying Agreement or the Privacy Rule.

**15. Termination of Agreement**

The County shall terminate the underlying Agreement upon knowledge of a material breach by the Contractor of which the Contractor fails to cure.

**16. Definitions**

Terms used, but not otherwise defined, in this Exhibit shall have the same meaning as those in the Privacy Rule.

**17. Interpretation**

Any ambiguity in this Exhibit shall be resolved to permit County to comply with the Privacy Rule and Security Rule.