

AGREEMENT
FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT is made by and between the COUNTY of Santa Barbara (hereafter COUNTY), a political subdivision of the State of California, and **The Regents of the University of California** (hereafter CONTRACTOR), a California Constitutional corporation, on behalf of its Santa Barbara campus with an address at Office of Research, University of California, 3227 Cheadle Hall, 3rd floor, Santa Barbara, CA 93106-2050 wherein CONTRACTOR agrees to provide, and COUNTY agrees to accept, the services specified herein (hereafter Agreement).

WHEREAS, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special research services required by COUNTY, and COUNTY desires to retain the research services of CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth;

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

1. DESIGNATED REPRESENTATIVE.

Chief Public Defender, Tracy Macuga at phone number 805-568-3494 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Kevin Loza at phone number 805-893-4526 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. NOTICES.

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY: Tracy Macuga, Chief Public Defender
COUNTY of Santa Barbara
Public Defender
1100 Anacapa Street
Santa Barbara, CA 93103
Fax: 805-568-3536

To CONTRACTOR: Kevin Loza, Sponsored Projects Officer
Office of Research, University of California
3227 Cheadle Hall, 3rd floor
Santa Barbara, CA 93106-2050
Fax: 805-893-2611

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

3. SCOPE OF SERVICES.

CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A(s) attached hereto and incorporated herein by reference.

4. TERM.

CONTRACTOR shall commence performance on August 1, 2024 and end performance upon completion, but no later than **December 31, 2026** unless otherwise directed by COUNTY or unless earlier terminated.

5. COMPENSATION OF CONTRACTOR.

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT C (s) attached hereto and incorporated herein by reference.

6. INDEPENDENT CONTRACTOR.

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to COUNTY and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions hereof. 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 and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

7. STANDARD OF PERFORMANCE.

CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Notwithstanding the foregoing, COUNTY recognizes that the services outlined in EXHIBIT A are for research and evaluation. As such, results are not guaranteed. Requests for corrections or revisions resulting from differences in scientific interpretation, reporting, or other technical results may be considered and may require additional compensation if additional resources are required to accommodate the request. Permits and/or licenses shall be

obtained and maintained by CONTRACTOR without additional compensation unless included in the budget.

8. DEBARMENT AND SUSPENSION.

CONTRACTOR certifies to COUNTY that it and its principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts, including but not limited to exclusion from participation from federal health care programs under Sections 1128 or 1128A of the Social Security Act. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

9. TAXES.

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. 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 penalty and interest, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

10. CONFLICT OF INTEREST.

To the best knowledge of the CONTRACTOR at the time of execution, CONTRACTOR covenants that project personnel have no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of research 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. CONTRACTOR must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

11. OWNERSHIP OF DOCUMENTS

CONTRACTOR shall be the owner of the following items incidental to this Contract, upon production and whether or not completed: any technical report and information specified to be delivered hereunder, all data collected by CONTRACTOR, all documents of any type whatsoever (paper and electronic) created by CONTRACTOR, and any material reasonably necessary for the practical use of such items from the time of collection and/or production, whether or not performance under this Contract is completed or terminated prior to completion. CONTRACTOR shall 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. In accordance with Section 13 (COUNTY Property and Information), CONTRACTOR will not assert any ownership rights to COUNTY property and information provided to CONTRACTOR. COUNTY shall have the right to publish, disclose, disseminate, and use any technical report and information specified to be delivered hereunder to fulfill the COUNTY's government purposes. It is agreed, however, that under no circumstances will COUNTY state or imply in any publication or other published

announcement that CONTRACTOR has tested and approved any product. CONTRACTOR agrees not to publish any COUNTY Property and information.

This Ownership of Documents provision shall survive expiration or termination of this Agreement.

12. NO PUBLICITY OR ENDORSEMENT.

Neither party shall use the name or logo or any variation of such name or logo of the other party in any publicity, advertising or promotional materials, or in any manner that would give the appearance that one party is endorsing the other. CONTRACTOR shall not release any informational pamphlets, notices, press releases, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY. Neither party shall in any way contract on behalf of or in the name of the other. CONTRACTOR shall not release any informational pamphlets, notices, press releases, or similar publicity notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY

13. COUNTY PROPERTY AND INFORMATION.

All of COUNTY's property, documents, and information provided for CONTRACTOR's use in connection with the services shall remain COUNTY's property, and CONTRACTOR shall return any such items whenever requested by COUNTY and whenever required according to the Termination section of this Agreement. CONTRACTOR may use such items only in connection with providing the services. CONTRACTOR shall not disseminate any COUNTY property, documents, or information without COUNTY's prior written consent.

14. RECORDS, AUDIT, AND REVIEW.

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least three (3) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

15. INDEMNIFICATION AND INSURANCE.

CONTRACTOR agrees to the indemnification and insurance provisions as set forth in EXHIBIT D – Indemnification and Insurance Provisions attached hereto and incorporated herein by reference.

16. NONDISCRIMINATION.

COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara COUNTY Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance. Required

compliance with this Ordinance is limited to the performance of this agreement at the University of California, Santa Barbara (UC Santa Barbara), and does not extend to any other University of California locations, campuses, or entities.

17. NONEXCLUSIVE AGREEMENT.

CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

18. NON-ASSIGNMENT.

CONTRACTOR shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

19. TERMINATION.

A. Either party may, by written notice, terminate this Agreement for convenience, for nonappropriation of funds, or because of the failure of the other party to fulfill the obligations herein.

1. **For Convenience.** Either party may terminate this Agreement in whole or in part upon sixty (60) days written notice. During the sixty (60) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services. COUNTY will pay CONTRACTOR actual direct and indirect costs and noncancellable commitments incurred prior to the date of termination and fair close out related costs as described in Exhibit C and attachment C1. If the total of such costs is less than the total funds advanced, the balance will be returned to the COUNTY.
2. **For Non-appropriation of Funds.**
 - i. 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.
3. **For Cause.** Should either party default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status

of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise

20. 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.

21. 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, and 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.

22. REMEDIES NOT EXCLUSIVE.

No remedy herein conferred upon or reserved to COUNTY 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 addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

23. TIME IS OF THE ESSENCE.

Time is of the essence in this Agreement and each covenant and term is a condition herein.

24. NO WAIVER OF DEFAULT.

No delay or omission of COUNTY 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 COUNTY shall be exercised from time to time and as often as may be deemed expedient in the reasonable discretion of COUNTY.

25. ENTIRE AGREEMENT AND AMENDMENT.

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and 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 altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their 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.

26. 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 of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

27. COMPLIANCE WITH LAW.

CONTRACTOR shall, at its 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 is 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.

CALIFORNIA LAW AND JURISDICTION.

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.

28. EXECUTION OF COUNTERPARTS.

This Agreement may be executed in any number of counterparts and each of such counterparts 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. AUTHORITY.

All signatories and parties to this Agreement warrant and represent 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 that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

30. SURVIVAL.

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

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. COMPLIANCE WITH PRIVACY LAWS.

To the extent required by law, Contractor is expected to adhere to healthcare privacy laws and to develop and maintain comprehensive patient confidentiality policies and procedures, provide annual training of any staff in possession of protected health information regarding those policies and procedures, and demonstrate reasonable effort to secure written and/or electronic data. The parties should anticipate that this Agreement will be modified as necessary for full compliance with the healthcare privacy laws as they are amended from time to time.

33. PRIOR AGREEMENTS.

Upon execution by COUNTY, this Agreement supersedes all prior agreements between COUNTY and CONTRACTOR related to the scope of work contained in this Agreement.

34. COMPLIANCE WITH GRANT AGREEMENT.

CONTRACTOR agrees to comply with Exhibit B.

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SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

Agreement for Services of Independent CONTRACTOR between the **COUNTY of Santa Barbara** and **The Regents of the University of California**.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on August 1, 2024.

COUNTY OF SANTA BARBARA:

By: _____
STEVE LAVAGNINO, CHAIR
BOARD OF SUPERVISORS

Date: _____

ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____
Deputy Clerk

Date: _____

CONTRACTOR:

The Regents of the University of California

By: _____
Authorized Representative

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

RACHEL VAN MULLEM
COUNTY COUNSEL

By: _____
Deputy COUNTY Counsel

APPROVED AS TO ACCOUNTING FORM:

BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By: _____
Deputy

RECOMMENDED FOR APPROVAL:

TRACY M. MACUGA, CHIEF PUBLIC
DEFENDER
OFFICE OF THE PUBLIC DEFENDER

By: _____
Director

APPROVED AS TO FORM:

GREG MILLIGAN, ARM
RISK MANAGER

By: _____
Risk Manager

EXHIBIT A

STATEMENT OF WORK

1. **PERFORMANCE.** CONTRACTOR shall research to evaluate the impact of the COUNTY Reentry, Early Action, and Diversion for You (READY) project. READY aims to reduce the jail population and increase public safety by connecting clients to multidisciplinary teams that will build a treatment plan that attends to core needs such as life skills, job readiness, medical care, financial stability, and mental health. By connecting with clients within 48 hours of incarceration, before arraignment, the goal of READY is to reduce the number of days clients spend in jail and address client needs to help them live healthy lives and avoid recidivism.
2. CONTRACTOR will consult with grant partners to finalize the evaluation plan and produce the final evaluation report. COUNTY will collect and de-identify all data before transmitting data to CONTRACTOR for data analysis and reporting.
3. The goal of READY is to provide an assessment of needs, connection to services, and representation at the earliest stage of a criminal case. Many criminally charged individuals require connection to substance abuse/detox, mental health, healthcare, and/or crisis stabilization services. CONTRACTOR shall:
 - A. Have the background, training, work experience, accreditation, licenses, and supervision necessary for the performance of services in a manner of, and according to the standards observed by, a practitioner of the same profession and in keeping with all pertinent Federal, State, and COUNTY laws;
 - B. Warrant that said accreditation and licensing information furnished to COUNTY is complete and accurate, and agrees to notify COUNTY promptly of any changes in this information; and
 - C. Consult with grant partners to finalize the Local Evaluation Plan and produce the Final Local Evaluation Report.
4. Evaluations will address the following measurable program goals and objectives:
 - A. **Goal 1.** Reduce Recidivism for Adults Facing Criminal Prosecution.
 - i. **Objective A.** 75% of clients booked into jail will meet with READY within 48 hours of booking.
 - ii. **Objective B.** Time for resolution of cases will improve by 10% by June 2026.
 - iii. **Objective C.** 80% of clients who meet with READY will engage in at least one evidence-based program with a community-based organization.
 - iv. **Objective D.** The recidivism rate of READY clients who engage in at least one evidence-based program will decrease by 10% by June 2026.
 - B. **Goal 2.** Reduce Racial and Ethnic Disparities.
 - i. **Objective A.** The overall pretrial misdemeanor average weekly jail population over a three-month period will decrease to 70% or lower, from the current rate of 80%, by June 2026.
 - ii. **Objective B.** Rates of representation will be the same for clients of color as clients who are white.

- iii. **Objective C.** Rates of READY engagement and READY outcomes will be equivalent for clients of color as for clients who are white, taking into consideration type of offense.

C. Goal 3. Reduce Violence.

- i. **Objective A.** 80% of clients engaged in READY will complete comprehensive intake and discharge assessments.
- ii. **Objective B.** Average jail days of READY clients who engage in at least one evidence-based program will decrease 10% by June 2026.
- iii. **Objective C.** At discharge, 75% of clients will improve in the domain of drug abuse, as measured by the intake/discharge assessments VPRAI, a housing assessment, and a mental health screener.

D. Goal 4. Improve Well-Being.

- i. **Objective A.** The rate of settlement at arraignment will improve 10% from baseline by June 2026.
- ii. **Objective B.** 75% of clients engaged in READY will receive comprehensive treatment and support services through MDTs for six months or longer.
- iii. **Objective C.** At discharge, 75% of clients will have improved employment and housing as measured by case managers.
- iv. **Objective D.** At discharge, clients will have higher scores on self-report protective factors (e.g., family satisfaction, mental health).

5. SERVICES.

A. Evaluation Methods and Training

- i. CONTRACTOR shall obtain Human Subjects Research Institutional Review Board (IRB) approval for all evaluation methods.
- ii. All CONTRACTOR team members shall be trained through the IRB Human Subjects Training Module.

B. Data Collection, Research, and Reporting

- i. In collaboration with grant partners, CONTRACTOR will develop the Local Evaluation Plan and submit the plan to COUNTY by August 1, 2024
- ii. COUNTY will collect and de-identify all personally identifiable information and protected health information before transmitting data to CONTRACTOR for data analysis and reporting.
- iii. CONTRACTOR shall conduct qualitative and quantitative analysis and research to determine the impact of the READY program on individuals encountered and enrolled.
- iv. COUNTY will collect and report all data for required quarterly progress reports to CONTRACTOR. CONTRACTOR will provide consultation to COUNTY at quarterly project meetings to maintain an understanding of the data collection procedures and updates.
- v. By December 31, 2026 CONTRACTOR will conduct a qualitative study of the impact of READY on participants. This will involve recruiting and interviewing a random selection of participants, engaging in qualitative analysis, and reporting results of the study.

- vi. At the end of the project, COUNTY will provide CONTRACTOR with longitudinal data that CONTRACTOR will analyze for the Final Local Evaluation Report.
- vii. In the event any personally identifying information (PII) is shared with CONTRACTOR, CONTRACTOR shall follow the guidelines of the attached Data Use Agreement.
- viii. CONTRACTOR shall produce a Final Local Evaluation Report that meets BSCC evaluation requirements and submit the final report to COUNTY by December 31, 2026.

EXHIBIT B

COMPLIANCE WITH GRANT AGREEMENT. This Agreement is a subcontract of the Grant Agreement between the COUNTY and the California Board of State and Community Corrections (BSCC), referenced as Agreement No. BSCC 1216-23 (“Grant Agreement”). CONTRACTOR shall comply with all applicable terms and conditions of this Grant Agreement including, but not limited to:

- A. In addition to reports required under this Agreement, upon COUNTY’s request, CONTRACTOR shall make additional reports or submit additional data as required by COUNTY concerning CONTRACTOR’s activities as they affect the services hereunder. COUNTY will be specific as to the nature of information requested and allow a reasonable period of time for CONTRACTOR to respond.
- B. CONTRACTOR agrees to protect records adequately from fire or other damage. When records are stored away from the CONTRACTOR’s principal office, a written index of the location of records stored must be on hand and ready access must be assured.
- C. CONTRACTOR shall comply with the eligibility requirements stated in the Edward Byrne JAG 2022 RFP and described in Appendix B of the Grant Agreement.
- D. Any non-governmental organization that receives Byrne JAG 2022 grant funds must:
 - i. Have been duly organized, in existence, and in good standing for at least three (3) years prior to the effective date of its fiscal agreement with the BSCC or with the Byrne JAG 2022 grantee. Non-governmental entities that have recently reorganized or have merged with other qualified non-governmental entities that were in existence prior to the three (3) year date are also eligible, provided all necessary agreements have been executed and filed with the California Secretary of State prior to the start date of the grant agreement with the BSCC or the start date of the grantee sub-CONTRACTOR fiscal agreement;
 - ii. Be registered with the California Secretary of State's Office, if applicable;
 - iii. Have a valid Employer Identification Number (EIN) or Taxpayer ID (if sole proprietorship);
 - iv. Have a valid business license, if applicable;
 - v. Have any other state or local licenses or certifications necessary to provide the services requested (e.g., facility licensing by the Department of Health Care Services), if applicable; and
 - vi. Have a physical address within California (an agent for service of process with a California address is insufficient); and
 - vii. In addition to the administrative criteria listed above, any non-governmental, community-based organization that receives Byrne JAG 2022 grant funds must have a proven track record working with the target population and the capacity to support data collection and evaluation efforts.

- E. Debarment and Suspension.** Neither CONTRACTOR nor any of its principals is presently debarred, disqualified, suspended, or removed from a federal, state, or local grant program. CONTRACTOR shall immediately notify COUNTY should such debarment or conviction occur during the term of the Agreement.
- F. Nondiscrimination.** During the performance of this Agreement, CONTRACTOR and its sub-CONTRACTORS shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONTRACTOR shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. CONTRACTOR and sub-CONTRACTORS shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. CONTRACTOR shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. CONTRACTOR and its sub-CONTRACTORS shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.) CONTRACTOR shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.
- G. Audit.** CONTRACTOR agrees that the BSCC, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. CONTRACTOR agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. CONTRACTOR agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., C.C.R. Title 2, Section 1896).
- H. Books and Records.** CONTRACTOR shall:
- i. Maintain adequate fiscal and project books, records, documents, and other evidence pertinent to the sub-CONTRACTOR's work on the project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from the invoices, to

the accounting records, to the supporting documentation. These records shall be maintained for a minimum of three (3) years after the acceptance of the final grant project audit under the Grant Agreement and shall be subject to examination and/or audit by the BSCC or designees, state government auditors or designees, or by federal government auditors or designees.

- ii. Make such books, records, supporting documentations, and other evidence available to the BSCC or designee, the State Controller's Office, the Department of General Services, the Department of Finance, California State Auditor, and their designated representatives during the course of the project and for a minimum of three (3) years after acceptance of the final grant project audit. The Sub-CONTRACTOR shall provide suitable facilities for access, monitoring, inspection, and copying of books and records related to the grant-funded project.
- I. **Project Access.** CONTRACTOR shall ensure that the BSCC, or any authorized representative, will have suitable access to project activities, sites, staff and documents at all reasonable times during the grant period. Access to program records will be made available by CONTRACTOR for a period of three (3) years following the end of the grant period.
- J. **Time and Effort Reports.** For the purposes of personnel and payroll records, CONTRACTOR shall provide time and effort reports to COUNTY for all individuals reimbursed under the grant, whether they are employed full-time or part-time, as required for sub-CONTRACTORS of the Grant Agreement.
- K. In the event of any inconsistency between the terms of this Agreement and those of Grant Agreement BSCC 1216-23, the terms of this Agreement shall prevail.

EXHIBIT C
FINANCIAL PROVISIONS

1. **Maximum Contract Amount.** For services rendered and/or reimbursement of costs under this Agreement, CONTRACTOR shall be paid at the rate specified in Exhibit C-1 (Fee Schedule), with a maximum contract amount not to exceed **\$153,921**.
2. **Payment for Services.** Payment for services and/or reimbursement of costs shall be made upon CONTRACTOR's performance in accordance with the scope and methodology contained in the Statement of Work and this Agreement. Payment for services shall be based upon Exhibit C-1. Invoices submitted for payment must contain sufficient detail and provide supporting documentation to enable an audit of the charges.
3. **Proper Invoice.** Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's performance, based upon the scope and methodology contained in EXHIBIT A. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in Attachment C1 (Schedule of Fees). Invoices submitted for payment that are based upon Attachment C1 must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in EXHIBIT A.
4.
 - A. CONTRACTOR's invoices for reimbursement shall include the following:
 1. Board Contract number assigned by COUNTY; andServices performed or detailed statement of purchases with receipts, the rate, and authorization form, if applicable.
 - B. CONTRACTOR's invoices for reimbursement shall be submitted to:

Tracy Macuga, Public Defender
Office of the Public Defender
Attn: dbudwani@countyofsb.org
1100 Anacapa Street
Santa Barbara, CA 93101
dbudwani@countyofsb.org

**EXHIBIT C-1
FEE SCHEDULE**

<u>Category</u>	<u>Total Maximum Contract Amount</u>
Year 1	\$48,154
Year 2	\$47,512
Year 3	\$58,255
TOTAL FY 23-26 MAXIMUM CONTRACT AMOUNT NOT TO EXCEED	\$153,921

EXHIBIT D
INDEMNIFICATION AND INSURANCE PROVISIONS

between the Regents of the University of California and the COUNTY of Santa Barbara

A. INDEMNIFICATION

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA shall defend, indemnify, and hold COUNTY OF SANTA BARBARA, its officers, officials, employees, volunteers, or agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of 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 REGENTS OF THE UNIVERSITY OF CALIFORNIA, its officers, agents, employees, guests, or invitees.

COUNTY OF SANTA BARBARA shall defend, indemnify, and hold REGENTS OF THE UNIVERSITY OF CALIFORNIA, its officers, officials, employees, volunteers, or agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of 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 COUNTY OF SANTA BARBARA, its officers, officials, employees, or agents.

B. 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.

C. 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.

D. 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 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.

E. 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.

For answers to questions:

COUNTY employees, please call Greg Milligan, COUNTY Risk Manager at (805) 884-6864.

University employees, please call Ron Betancourt, UCSB Risk Manager at (805) 893-5837.