

SANTA BARBARA COUNTY BOARD AGENDA LETTER



Clerk of the Board of Supervisors
105 E. Anapamu Street, Suite 407
Santa Barbara, CA 93101
(805) 568-2240

Agenda Number:
Prepared on: 09/12/2005
Department Name: Alcohol, Drug & Mental Health
Department No.: 043
Agenda Date: 09/27/2005
Placement: Administrative
Estimate Time:
Continued Item: NO
If Yes, date from:

TO: Board of Supervisors

FROM: James L. Broderick, Director
Alcohol, Drug, and Mental Health Services (ADMHS)

STAFF CONTACT: Al Rodriguez, Assistant Director, ADMHS - Alcohol and Drug Program
(805) 681-5442

SUBJECT: Service Contract for Alcohol and Drug Program (ADP) Provider: Regents of the University of California, Berkeley

Recommendations:

That the Board of Supervisors:

- A. Approve and execute a contract with the Regents of the University of California, Berkeley (UC Berkeley), a non-local provider, for the provision of Negotiated Net Amount (NNA) prevention services in the amount of \$114,900 for Fiscal Year 2005-06.
- B. Authorize the Director of ADMHS to approve amendments to the proposed contract, provided that any such amendments do not exceed ten percent (10%) of the contract's dollar amount.

Alignment with Board Strategic Plan:

The recommendations are primarily aligned with Goal No. 2: A Safe and Healthy Community in Which to Live, Work, and Visit.

Executive Summary and Discussion:

ADMHS-ADP has entered into Purchase Agreements with UC Berkeley during the past several Fiscal Years, with the amount of each yearly agreement not exceeding \$100,000. ADMHS-ADP proposes to contract with UC Berkeley during FY 05-06 for services in excess of \$100,000, requiring the execution of a new Board Contract. The proposed contract will give the vendor the necessary funding (\$114,900) to provide research, analysis, and evaluation services related to substance abuse prevention.

During FY 05-06, UC Berkeley will collect and analyze Alcohol/Drug Sensitive Information Planning System data from local law enforcement agencies, and will create data maps that help local law enforcement agencies and other groups target substance abuse prevention efforts throughout the County using community environment prevention planning principles.

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Additionally, UC Berkeley will serve as ADMHS-ADP's primary evaluator of the "Safer Isla Vista" initiatives supported by State Incentive Grant (SIG) funding, working with local sub-contractors to design and implement a comprehensive data collection and evaluation plan to measure the overall impact of the "Safer Isla Vista" initiatives upon binge drinking behavior. UC Berkeley will also collaborate with the statewide SIG evaluator, and will provide assistance to ADMHS-ADP in preparing required reports for submission to the state. UC Berkeley has considerable expertise in providing such support to counties throughout the state. While ADMHS-ADP works closely the University of California, Santa Barbara to conduct evaluation for local treatment services, UCSB has not expressed interest in serving in this capacity for ADMHS-ADP's "Safer Isla Vista" initiatives.

Mandates and Service Levels:

The State Department of Alcohol and Drug Programs allocates state and federal revenue to counties for the provision of substance abuse prevention and treatment services and provides reimbursement to counties for such services. In accepting state or federal funds earmarked for alcohol and drug program services, counties are obligated to comply with federal and state laws, regulations, and administrative policies specified as a condition of the receipt of funds.

Quantitative outcome measures for prevention-oriented services in Isla Vista supported by State Incentive Grant (SIG) funding may include:

1. By 2007, reducing by 50% binge drinking by college-aged students within the past 30 days; and
2. Reducing problem party events in residential settings by 40%.

Additionally, outcome measures for the proposed contract with UC Berkeley will include:

1. Initiating sustainability planning for each of the "Safer Isla Vista" components;
2. Providing technical assistance to component staff in developing evaluation plans for each of the "Safer Isla Vista" components, and designing and implementing an overall evaluation plan;
3. Providing technical assistance to component staff to ensure smooth data collection and reporting regarding participant activities and experiences; and
4. Collaborating with the statewide SIG evaluator, and assisting in the preparation of state-required reports.

Fiscal and Facilities Impacts:

The recommended action has no impact on the General Fund Contribution. The revenue that supports these treatment services (\$86,400 (NNA – Primary Prevention) and \$28,500 (State Incentive Grant)) has been appropriated in the adopted Alcohol, Drug and Mental Health Services' (ADMHS) budget for FY 05-06. The total provisional amount of the contract for FY 05-06 is \$114,900.

The proposed expenditures are included in the Recommended Budget 2005-06 ADMHS/ADP – Treatment Services, D pages 160 (2005-06).

This action will not result in a need for any additional county facilities.

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Special Instructions:

Please send one fully executed copy of the contract and endorsed minute order to:

Al Rodriguez, Assistant Director, ADMHS-Alcohol and Drug Program
Alcohol, Drug & Mental Health Services
300 N. San Antonio Road, Building #1
Santa Barbara, CA 93110

Concurrences:

Auditor-Controller
Risk Management

CONTRACT SUMMARY PAGE

BC 06-056

Complete data below, print, obtain signature of authorized departmental representative, and submit this form (and attachments) to the Clerk of the Board (>\$25,000) or Purchasing (<\$25,000). See also "Contracts for Services" policy. Form is not applicable to revenue contracts.

D1. Fiscal Year FY 05-06
 D2. Budget Unit Number 043
 D3. Requisition Number.....
 D4. Department Name ADMHS – Alcohol & Drug Program
 D5. Contact Person..... Al Rodriguez
 D6. Telephone (805) 681-5442

K1. Contract Type (*check one*): Personal Service Capital
 K2. Brief Summary of Contract Description/Purpose Execute BC for prevention and evaluation services
 K3. Original Contract Amount \$114,900
 K4. Contract Begin Date 07/01/2005
 K5. Original Contract End Date 06/30/2006
 K6. Amendment History

Seq#	Effective Date	ThisAmndtAmt	CumAmndtToDate	NewTotalAmt	NewEndDate	Purpose

B1. Is this a Board Contract? (*Yes/No*)..... Yes
 B2. Number of Workers Displaced (*if any*)..... N/A
 B3. Number of Competitive Bids (*if any*)..... N/A
 B4. Lowest Bid Amount (*if bid*) N/A
 B5. If Board waived bids, show Agenda Date..... N/A
 and Agenda Item Number
 B6. Boilerplate Contract Text Unaffected? (*Yes / or cite*) Yes

F1. Encumbrance Transaction Code 1701
 F2. Current Year Encumbrance Amount \$114,900
 F3. Fund Number 0044
 F4. Department Number 043
 F5. Division Number (*if applicable*)..... 6
 F6. Account Number..... 7460
 F7. Cost Center number (*if applicable*)..... 6351, 6353 (Program Codes)
 F8. Payment Terms..... Net 30

V1. Vendor Numbers (A=Auditor; P=Purchasing)..... 660775
 V2. Payee/Contractor Name Regents at UC Berkeley
 V3. Mailing Address..... 950 Gilman Street, Suite 210
 V4. City, State (two-letter) Zip (include +4 if known) Berkeley, CA 94710
 V5. Telephone Number..... 510-526-6001
 V6. Contractor's Federal Tax ID Number (*EIN or SSN*)..... 94-6002123
 V7. Contact Person..... Friedner Witman
 V8. Workers Comp Insurance Expiration Date N/A
 V9. Liability Insurance Expiration Date[s] (*G=Genl*; G – 06/30/2006
 V10. Professional License Number
 V11. Verified by (name of county staff)..... Jennie Pittman
 V12. Company Type (*Check one*): Sole Proprietorship Partnership Corporation

I certify information complete and accurate; designated funds available; required concurrences evidenced on signature page

Date: September 13, 2005 Authorized Signature: Jennie Pittman, ADMHS-ADP Departmental Analyst

FOR SERVICES OF INDEPENDENT CONTRACTOR

BC 06-056

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 at Berkeley, Prevention by Design**, having its principal place of business at Berkeley, California (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 – Alcohol and Drug Program (ADP) (telephone number 805-681-5440) is the representative of **COUNTY** and will administer this Agreement for and on behalf of **COUNTY**. Jyl Baldwin, Assistant Director, Federal Projects–(telephone number 510-642-8119) 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 first-class mail, postage prepaid, or hand delivered as follows:

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

B. To **CONTRACTOR:** Jyl Baldwin
Assistant Director, Federal Projects
Sponsored Projects Office
336 Sproul Hall
University of California - Berkeley
Berkeley, California 94720-5940

or at such other address, or to such other person, that the parties may from time-to-time designate. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following the deposit in the United States mail.

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 on July 1, 2005 and end performance upon completion, but no later than June 30, 2006 unless otherwise directed by **COUNTY** or unless earlier terminated.
5. **COMPENSATION OF CONTRACTOR.** **CONTRACTOR** shall be paid for performance under this Agreement in accordance with Exhibit A attached hereto and incorporated herein by reference. **CONTRACTOR** shall bill **COUNTY**, electronically for services on a monthly basis using an invoice supplied by **COUNTY**. Unless otherwise specified in Exhibit B, payment shall be made by **COUNTY** net thirty - (30) days.
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. 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 that **CONTRACTOR** delivers to **COUNTY**, pursuant to this Agreement, shall be prepared in a manner, which will conform to high standards of quality and 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. Permits and/or licenses shall be obtained and maintained by **CONTRACTOR** without additional compensation.
8. **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 reimburse **COUNTY** within one (1) week for the full value of such paid taxes plus interest and penalty, 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.
9. **CONFLICT OF INTEREST.** **CONTRACTOR** covenants that **CONTRACTOR** presently has 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**.

10. **RESPONSIBILITIES OF COUNTY.** **COUNTY** shall provide all information reasonably necessary by **CONTRACTOR** in performing the services provided herein.
11. **OWNERSHIP OF DOCUMENTS.** **COUNTY** shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected 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** is the legal owner and Custodian of Records for all **COUNTY** client files generated by this Agreement and shall comply with all Federal and State confidentiality laws, including Welfare and Institutions Code, § 5328, and the Code of Federal Regulations, Title 45, § 205.50 in the handling and maintenance of such files. **CONTRACTOR** shall inform all of its officers, employees, and agents of the confidentiality provisions of said statutes. **CONTRACTOR** further agrees to provide **COUNTY** with copies of all **COUNTY** client file documents resulting from this Agreement without requiring any further written release of information.

No materials produced in whole or in part under this Agreement shall be subject to copyright in the United States, or in any other country except as determined at the sole discretion of **COUNTY**. **COUNTY** and **CONTRACTOR** shall have the unrestricted authority to publish, disclose, distribute, and/or otherwise use in whole or in part, any reports, data, documents or other materials prepared under this Agreement.

12. **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 in compliance with applicable Federal and State laws and in no event less than four (4) years following the termination of this Agreement. All accounting 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 at any time during **CONTRACTOR's** regular business hours and upon reasonable notice. **CONTRACTOR** shall comply with Federal and State confidentiality laws and codes with regard to maintaining and handling all records.
- 12.1 **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.

13. **NON-DISCRIMINATION. COUNTY** hereby notifies **CONTRACTOR** that Santa Barbara County 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.

CONTRACTOR further certifies under the laws of the State of California that **CONTRACTOR** shall not unlawfully discriminate in the provision of services because of race, color, creed, national origin, sex, age, or physical or mental disability as provided by state and federal law and in accordance with Title VI of the Civil Rights Act of 1964 [42 USC 2000(d)]; Age Discrimination Act of 1975 (42 USC 6101); Rehabilitation Act of 1973 (29 USC 794); Education Amendments of 1972 (20 USC 1681); Americans with Disabilities Act of 1990 (42 USC 12132); Title 45 CFR Part 84; provisions of the Fair Employment and Housing Act (Government Code § 12900 et seq.); and regulations promulgated there under (Title 2 CCR § 7285.0 et seq.); Title 2 Division 3 Article 9.5 of the Government Code, commencing with § 11135; and Title 9 Division 4 Chapter 6 of the CCR, commencing with § 10800.

14. **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.

15. **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.

16. **TERMINATION.**

A. BY **COUNTY**. **COUNTY** may, by 30 day written notice to **CONTRACTOR**, 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 receipt of notice, **CONTRACTOR** shall immediately discontinue all services affected (unless the notice directs otherwise), and deliver to **COUNTY** all data, estimates, graphs, summaries, reports, and all other records, documents or papers as may have been accumulated or produced by **CONTRACTOR** in performing this Agreement, whether completed or in process.

1. For Convenience. **COUNTY** may terminate this Agreement upon thirty-(30) days written notice. After the end of the thirty - (30) day period **CONTRACTOR** shall cease work and notify **COUNTY** as to the status of its performance.

- a) Notwithstanding any other payment provision of this Agreement, **COUNTY** shall pay **CONTRACTOR** for service performed to the date of termination to include a prorated amount of compensation and non-cancelable obligations due hereunder less payments, if any, previously made. In no event shall **CONTRACTOR** be paid an amount in excess of the full price under this Agreement or for profit on unperformed portions of service. **CONTRACTOR** shall furnish to **COUNTY** such financial information as in the judgment of **COUNTY** is necessary to determine the reasonable value of the services rendered by **CONTRACTOR**. In the event of a dispute as to the reasonable value of the services rendered by **CONTRACTOR**, the decision of **COUNTY** shall be final. The foregoing is cumulative and shall not affect any right or remedy which **COUNTY** may have in law or equity.
2. For Cause. Should **CONTRACTOR** default in the performance of this Agreement or materially breach any of its provisions, **COUNTY** may, at the **COUNTY's** sole option, terminate this Agreement by written notice which shall be effective upon receipt by **CONTRACTOR**.
- 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** convenience or because of the failure of **COUNTY** to fulfill the obligations herein. After the end of the thirty – (30) day period **CONTRACTOR** shall cease work and notify **COUNTY** as to the status of its performance.
17. **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.
18. **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.
19. **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 addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.
20. **TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement, and each covenant and term is a condition herein.

21. **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.
22. **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.

COUNTY or **CONTRACTOR** may from time to time request this Agreement to be amended or modified. This Agreement may be amended or modified only by the written mutual consent of the parties hereto. Such an amendment or modification may include but is not limited to, an increase or decrease in the amount of **CONTRACTOR's** compensation, method of compensation, Consumer Price Index adjustments, and the scope of services to be performed hereunder and any such amendments or modifications, the result of which do not exceed ten percent (10%) of the contract's original dollar amount may be approved by the Director of Alcohol, Drug & Mental Health Services.

All other amendments and modifications must be approved by the Board of Supervisors of the County of Santa Barbara. 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.

23. **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.
24. **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**.
25. **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.

26. **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.
27. **AUTHORITY.** All 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 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 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.
28. **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.
29. **DISPUTE RESOLUTION.** Any dispute or disagreement arising under this contract shall first be addressed and resolved at the lowest possible staff level between the appropriate representatives of the **CONTRACTOR** and of the **COUNTY**. If it 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 documentation. This decision shall be final unless appealed within ten (10) days of receipt.
 - B. Appeal –The **CONTRACTOR** may appeal the decision (Item A above) to the Santa Barbara County Alcohol, Drug, and Mental Health Services (ADMHS) – Director, or designee, at 300 N. San Antonio Road, Santa Barbara, CA 93110. The decision of the ADMHS-Director shall be put in writing within twenty - (20) days and a copy thereof mailed to the **CONTRACTOR's** address for notices. The decision of the ADMHS-Director shall be final.
 - C. Pending final decision of the dispute hereunder, **CONTRACTOR** shall proceed diligently with the performance of this Agreement.

D. 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.

30. **COMMUNICATION. CONTRACTOR** shall acknowledge in any public announcement regarding the program that is the subject of this Agreement that the Santa Barbara County, Alcohol, Drug, and Mental Health Services Department provides all or some funding for the program. Any public announcement shall include and comply with the provisions under "No Unlawful Use or Unlawful Use messages Regarding Drugs or Alcohol," as set forth in Exhibit A, Section 16.
31. **NONAPPROPRIATION.** In the event that funds are not appropriated, budgeted, or otherwise made available in the consecutive year(s) of this Agreement, then **COUNTY** will immediately notify **CONTRACTOR** of such occurrence and the Agreement may be terminated by **COUNTY**. Subsequent to the termination of this Agreement under this provision, **COUNTY** shall have no obligation to make payments with regard to the remainder of the term.
32. **THIS AGREEMENT INCLUDES:**
 - A. EXHIBIT A – Statement of Work
 - B. EXHIBIT B – Payment Arrangements
EXHIBIT B-1 – Schedule of Services
 - C. EXHIBIT C – Standard Indemnification and Insurance Provisions

Agreement for Services of Independent **CONTRACTOR** between the County of Santa Barbara and **REGENTS OF THE UNIVERSITY OF CALIFORNIA, BERKELEY.**

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: _____

CONTRACTOR

By:_____

Tax ID No. 94-6002123

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

By: _____
Deputy

APPROVED AS TO FORM:
STEPHEN SHANE STARK
COUNTY COUNSEL

By: _____ Deputy
County Counsel

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

By: _____
Deputy

APPROVED AS TO FORM:
ALCOHOL, DRUG, AND MENTAL HEALTH
SERVICES
JAMES L. BRODERICK, Ph.D.
DIRECTOR

By: _____
Director

APPROVED AS TO INSURANCE FORM:
RAY AROMATORIO
RISK PROGRAM MANAGER

By: _____
Risk Program Manager

EXHIBIT A

STATEMENT OF WORK

1. **Regents of the University of California, Berkeley, Prevention by Design agree** to undertake the following “Project” and provide the services set forth below and in the Provider Workbook.
 - A. **PRIMARY PREVENTION-Environmental: (Service Code 17)** This strategy establishes or changes written and unwritten community standards, codes and attitudes, thereby influencing incidence and prevalence of the abuse of alcohol, tobacco, and other drugs used in the general population. This strategy can be divided into two subcategories to permit distinction between activities which center on legal and regulatory initiatives and those, which relate to the service and action-oriented initiative.
 - i. Program Research shall be performed at the following sites:
 - a) 950 Gilman Street, #210, Berkeley, CA 94710 - Research and State Incentive Grant (SIG) Services;
 - b) Community of Isla Vista (Santa Barbara County) – Provide SIG services on site as resources permit.
 - ii. Alcohol/Drug Sensitive Information Planning System (ASIPS) services shall be provided county wide and shall consist of:
 - a) maintaining local police and sheriff department collaborative relationships to utilize and analyze law enforcement data for environmental prevention planning and evaluation; and
 - b) providing technical assistance for the management and use of ASIPS data to assist **COUNTY**, providers, and partners with strategies for alcohol and other drug (AOD) problems.
 - iii. Prevention Business Practices. **CONTRACTOR** agrees to provide evidence of compliance with prevention business practices:
 - a) Assessment of needs with data;
 - b) Prioritize and commit to purpose;
 - c) Determine outcome objectives and measures, and comply with the performance; measures and program deliverables;
 - d) Proven prevention strategies; and
 - e) Evaluate measures and results and improve.
 - iv. **CONTRACTOR** shall comply with the match requirements as described in Exhibit B, Item 6, MATCH REQUIREMENTS.

2. **PROGRAM EVALUATION.**

CONTRACTOR shall develop and conduct a program evaluation of the “Safer Isla Vista” project, as well as provide technical assistance to Alcohol and Drug project for an overall program evaluation plan for Santa Barbara County Alcohol and Drug Prevention services. **CONTRACTOR** will also work with the identified statewide SIG evaluator.

3. **PERFORMANCE MEASURES.**

CONTRACTOR agrees to comply with the performance measures and program deliverables developed jointly with **COUNTY**:

- A. **CONTRACTOR** shall develop an integrated evaluation plan with “Safer Isla Vista” partners and develop an overall program evaluation;
- B. **CONTRACTOR** shall provide technical assistance to “Safer Isla Vista” partners to assist their performance in meeting “Safer Isla Vista” project objectives (estimate: 100 hours).

4. **OUTCOME MEASURES.**

The first year of the SIG grant is planning and developing the agreed upon outcome measures. Proposed outcomes for the “Safer Isla Vista” project will be determined by the end of the grant planning period (September 30, 2005). Outcome measures will be based on indicators to be determined with Safer Isla Vista project partners, such as:

- A. By 2007 reduce by 50% binge drinking by college aged students within the past 30 days; and
- B. Reduce problem party events in residential settings by 40%.

5. **PROVIDER WORKBOOK.**

CONTRACTOR will develop a Provider Workbook with **COUNTY** that may include a description of service, a complete budget (including staff), program deliverables, list of Board of Directors, and a cultural competency plan for staff.

6. **REQUIRED NOTIFICATION.**

CONTRACTOR will notify **COUNTY** immediately of any known or suspected misuse of funds under **CONTRACTOR’S** control, legal suits, criminal investigation or any other action being initiated against **CONTRACTOR** or affects **CONTRACTOR’S** license or practice, for example, sexual harassment accusations.

7. **PERIODIC REVIEW.**

CONTRACTOR agrees that the ADMHS-Director or designee, state or federal agencies may review and investigate books, records, manuals, procedures, or other documents regarding performance of this contract. **COUNTY** will conduct monitoring and evaluation of **CONTRACTOR’S** program on a regular ongoing basis, and **CONTRACTOR** agrees to participate fully in that process. Such record reviews conducted during the term of this agreement will be held with advance notice during normal business hours. **CONTRACTOR** agrees to participate in quality assurance programs conducted by **COUNTY**.

Periodic review meetings between **CONTRACTOR’S** staff and **COUNTY** staff shall be held on administrative, fiscal and overall contract monitoring and staff performance activity. **COUNTY’S** contract monitoring staff, and/or **COUNTY’S** manager, or designee, shall conduct periodic on-site reviews of **CONTRACTOR’S** program and documentation.

8. **CONFIDENTIALITY OF RECORDS.**

CONTRACTOR agrees that all information and records obtained in the course of providing services to clients shall be subject to the confidentiality and disclosure provisions pursuant to 42 CFR, Part 2; Welfare and Institutions Code § 14100.2; 22 CCR § 51009; and other applicable state laws. State statutes, Title 42, Code of Federal Regulations (CFR), Part 2, Welfare & Institutions Code, § 14100.2; Division 10.5 of the Health and Safety Code (HSC); and Title 22, California Code of Regulations (CCR) § 51009.

CONTRACTOR shall ensure that no list of persons receiving services under this Agreement is published, disclosed, or used for any purpose except for the direct administration of this program or other uses authorized by law that are not in conflict with requirements for confidentiality contained in 42 CFR, Part 2; Welfare and Institutions Code § 14100.2; 22 CCR § 51009;.

9. **CERTIFICATION.**

CONTRACTOR certifies that neither **CONTRACTOR** nor **CONTRACTOR'S** principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any Federal department or agency.

10. **UNION ORGANIZING.**

In accepting Federal or state funds, **CONTRACTOR** will not assist, promote, or deter union organizing.

11. **RESTRICTIONS ON LOBBYING.**

No part of any Federal funds shall be used to support lobbying activities to influence proposed or pending Federal or State legislation or appropriations.

12. **RESTRICTIONS ON SALARIES.**

No part of Federal funds shall be used to pay the salary of an individual at a rate in excess of \$166,700 per year (dollar change effective January 25, 2002).

13. **LIMITATION OF USE OF FUNDS FOR PROMOTIONAL OF LEGALIZATION OF CONTROLLED SUBSTANCES.**

CONTRACTOR may not use funds made available through this contract for the promotion of the legalization of any drug or other substance.

14. **PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS.**

CONTRACTOR should purchase American-made equipment and products to the best extent possible.

15. **DRUG / SMOKE FREE WORKPLACE.**

CONTRACTOR certifies under the laws of the State of California that **CONTRACTOR** will comply with the requirements of the Drug Free Work Place Act of 1990 (Gov. Code § 8350 et seq.) and all local and state ordinances pertaining to the use of tobacco, including Labor Code 6404.5 and the Pro-Children Act of 1994 (Public Law 103-227) which requires enclosed workplaces to be smoke-free.

16. **NO UNLAWFUL USE OR UNLAWFUL USE MESSAGES REGARDING DRUGS OR ALCOHOL.**

CONTRACTOR agrees that any information including written statements produced with these funds, and which pertains to drug-and alcohol-related projects, events or programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug-or alcohol-related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (Health and Safety Code § 11999).

Exhibit B
Payment Arrangements

Negotiated Net Amount (NNA)

1. For services to be rendered under this contract **CONTRACTOR** shall be paid at the rate specified on **COUNTY's** invoice, for a total provisional contract amount (including cost reimbursements), not to exceed an amount of **\$114,900** for all Projects described in Exhibit A and in the Provider Workbook.

COUNTY's obligation shall in no event exceed **\$114,900** for the term of this Agreement, less any cost adjustments (based on the final year-end cost report), and match requirements (per Exhibit B, Item 6).

2. **MAINTENANCE OF EFFORT.**

- A. **CONTRACTOR** shall maintain services, programs, and activity levels that existed prior to receipt of funds under this Agreement. Any state, federal funds, including Substance Crime Prevention Act (SACPA) funds, received by **CONTRACTOR** under this agreement will supplement, not supplant, pre existing expenditures for drug treatment, prevention, ancillary services, or any other services that may be funded by **COUNTY**.

In accordance with 9 CCR § 9530(k) (2), **COUNTY** shall monitor **CONTRACTOR'S** program(s) and document activities to ensure that funds received by **CONTRACTOR** are not used to supplant funds from any existing fund source or mechanism currently used to provide drug treatment services in the county.

- B. **CONTRACTOR** is specifically prohibited from using funds from any other source, public or private, to pay **CONTRACTOR'S** actual reasonable and necessary costs incurred for each "Project" during the term of this contract or up to the time of termination or cancellation of this contract, or any "Project" contained herein as described in Exhibit A. Violation of this provision or use of **COUNTY** funds for purposes other than described in Exhibit A shall constitute a material breach of this contract.
- C. Funds made available from **COUNTY**, under this Agreement, shall be expended only as indicated in the Provider Workbook, Exhibit A and Exhibit B. Such funds shall be the sole source of funds paying for the positions, staffing levels, and operational and other costs as contained in the services described in Exhibit A.

3. **ALLOWABLE COSTS AND ACTIVITIES.**

COUNTY shall pay **CONTRACTOR**, for the services provide hereunder, based on **CONTRACTOR'S** actual reasonable, necessary, and allowable costs incurred for each Project during the term of this contract, or up to the time of termination or cancellation of this Agreement for any Project contained herein, as described in Exhibit A, and in the manner shown on the invoice and in **CONTRACTOR'S** budget included in the Provider Workbook.

- A. In accordance with 9 CCR § 9530, **CONTRACTOR** will obtain written approval from **COUNTY** prior to commencement of any alterations and/or renovation, construction, leasehold improvements, and equipment purchases. In no event will **CONTRACTOR** use state or federal funds to purchase land or purchase or construct buildings.
- B. Determination of allowable and allocable costs for SACPA funding shall be made utilizing the SACPA guidelines, cost principles published by the Federal Office of Management and Budget (OMB) and OMB Circular A 21, "Cost Principles for Educational Institutions."

Reimbursement of **CONTRACTOR's** costs shall be made upon **CONTRACTOR's** continued performance based upon the scope and methodology. Invoices **CONTRACTOR** submits to **COUNTY** for payment must contain sufficient detail showing cost incurred by budget category (i.e., salaries, equipment, travel, overhead, etc.) for the billing period and cumulative to date to enable an audit of the charges. Supporting documentation will be made available upon request.

4. **PROPER INVOICE.**

- A. Monthly (prior to the 20th day of the month following service) **CONTRACTOR** shall submit an electronic invoice to **COUNTY** (adpfinance@co.santa-barbara.ca.us). that is supplied by **COUNTY**, for the costs incurred over the period specified. **CONTRACTOR** must report match funds and "Project" costs to **COUNTY**.
- B. Submission of **CONTRACTOR'S** electronic invoice to **COUNTY** certifies that **CONTRACTOR** has read, understands and agrees to the following terms printed on the invoice:

"I hereby certify that all units of service and clients reported are true and are for purposes in accordance with agreements set forth in the awarded contract. The contract agency, to the best of its knowledge, has fully complied with the terms and conditions of said contract."

5. **PAYMENT PROCESSINGS:**

- A. **COUNTY** shall evaluate the electronic invoice submitted by **CONTRACTOR**. If the cost for the service provided is determined to be appropriate, in accordance with Exhibit A then payment processing will be initiated. In no event shall service units from one month be shifted, added to, or included with another invoice. **COUNTY** shall pay **CONTRACTOR's** invoice(s) for completed work within thirty (30) days of presentation.
- B. Payment to **CONTRACTOR** is subject to **COUNTY** receiving the required prevention and/or treatment service reports due the 20th day following the required reporting period as outlined in the Provider Workbook. Failure to submit the required reports to **COUNTY** will result in a delay in payment to **CONTRACTOR**.
- C. Subject to **COUNTY** receipt of **CONTRACTOR'S** invoice and the required reports, **COUNTY** shall reimburse **CONTRACTOR** based on **CONTRACTOR's** actual costs.
- D. This Agreement provides for payment on a cost-reimbursement basis. The total estimated cost of \$114,900 shall be in general accordance with the budget attached as Exhibit B-1. This amount shall not be exceeded unless this Agreement is amended to add additional funds.
- E. **CONTRACTOR** is not obligated to continue work in excess of the amount reflected in Paragraph D. above, and **COUNTY** is not obligated to reimburse costs in excess of that amount unless this Agreement is amended to increase the amount of Paragraph D. **CONTRACTOR** may bill **COUNTY** monthly for reimbursement of actual costs incurred in the performance of this Agreement.

- F. Any invoice(s) that **COUNTY** identifies, as having errors or omissions shall be immediately returned to **CONTRACTOR** for correction.
- G. If **CONTRACTOR** discovers any errors in the monthly invoices, **CONTRACTOR** shall report them to **COUNTY**. In the event **CONTRACTOR** identifies a reporting error on a monthly invoice, already submitted to **COUNTY**, **CONTRACTOR** shall notify **COUNTY** immediately of the error. Any corrections to the current monthly invoice shall be corrected by **CONTRACTOR** and returned to **COUNTY** within thirty- (30) days, or prior to submitting **CONTRACTOR'S** next monthly invoice, whichever is sooner. Upon **CONTRACTOR'S** review and approval, **COUNTY** shall accept the revised invoice as the final monthly invoice. Any modifications, errors or omissions in the invoice that **CONTRACTOR** fails to report to **COUNTY** within the time period specified above, shall NOT be processed, but will be considered and included by **COUNTY** when the final adjustments are made to **CONTRACTOR'S** year-end cost report.
- H. All **CONTRACTOR** costs shall be incurred in accordance with OMB A-21. In the event of a dispute, the terms of Section 29, "DISPUTE RESOLUTION," of the Agreement will be followed.

6. **MATCH REQUIREMENTS.**

In accepting funding from **COUNTY**, **CONTRACTOR** agrees to provide a match per **CONTRACTOR'S** Provider Workbook. Such matching funds shall be:

- A. separately identified for audit purposes;
- B. used to supplement and/or enhance program services as described in Exhibit A;
- C. identified and reported to **COUNTY** on **CONTRACTOR'S** monthly invoice, in the Provider Workbook, and on **CONTRACTOR'S** annual year-end cost report.

COUNTY shall monitor to assure that **CONTRACTOR'S** match requirements, however executed, are coordinated in a manner that avoids duplication, ensures that **CONTRACTOR** has accounted for them, and that they are used to supplement and/or enhance the program services funded hereunder.

7. **COUNTY DESIGNATED REPRESENTATIVE:**

ADMHS-Alcohol and Drug Program
Attn: Al Rodriguez, Assistant Director
ADMHS-Alcohol and Drug Program
300 North San Antonio Road
Santa Barbara, CA 93110

8. **AUDITS.**

CONTRACTOR agrees to furnish **COUNTY** an audit report annually that is executed by a Certified Public Accountant or Public Accountant. Audits shall be conducted in accordance with generally accepted auditing standards (per 9 CCR § 9545(b) as described in but not limited to:

- A. "Government Auditing Standards (1994 Revision)," published for the United States General Accounting Office by the Comptroller General of the United States and performed in accordance with Federal Office of Management and Budget (OMB) Circular A-133 (revised June 24, 1997), and

B. Federal OMB Circular A 21, "Cost Principles for Educational Institutions."

CONTRACTOR agrees to provide **COUNTY** with copies of any findings from any outside financial audit report of **CONTRACTOR's** programs, pursuant to State of California, Federal OMB Circulars A-128 or A-133.

In the event **CONTRACTOR** receives and expends \$500,000, or more in federal funds (excluding Drug Medi-Cal) **CONTRACTOR** is mandated to purchase and submit to **COUNTY** a single audit report, performed by a Certified Public Accountant or Public Accountant to ensure compliance with the SACPA provisions, the requirements in 9 CCR § 9545(a) and the terms and conditions under which **COUNTY** awarded funds to **CONTRACTOR**.

Notwithstanding the above, if **CONTRACTOR** is required to obtain a single audit pursuant to Federal OMB Circular A-133, and/or if **CONTRACTOR** receives funding under SACPA, **CONTRACTOR** shall ensure that the single audit addresses compliance with the requirements of 9 CCR § 9545(g). **COUNTY** may rely on **CONTRACTOR'S** single audit as fulfilling the audit responsibilities in § 9545(a) of Title 9.

In receiving state and/or federal funds from **COUNTY**, including SACPA, **CONTRACTOR** agrees to submit audit work papers including supporting documents to **COUNTY** within 20- (twenty) days of completion, but no later than seven- (7) months after the end of each fiscal year ending June 30, in accordance with 9 CCR § 9545(h). Audits (including work papers supporting the report) shall be retained for a minimum of five- (5) years from the issuance of the audit report and will be available to the State upon request.

COUNTY shall use the audit reports to establish whether **CONTRACTOR** expended funds in accordance with: the provisions of state and federal guidelines, the provisions of SACPA [9, CCR § 9545(b)], and the terms and conditions under which **COUNTY** awarded funds to **CONTRACTOR**.

COUNTY shall retain all records documenting use of funds for a period of five- (5) years from the end of the fiscal year, or until completion of the state's annual audit and resolution of any resulting audit issues if the audit is not resolved within five (5) years in accordance with 9 CCR § 9535(e).

COUNTY shall establish a process to resolve disputed findings resulting from **COUNTY's** audit of **CONTRACTOR**. Should it be determined, based on any audit findings, that **CONTRACTOR** has misspent funds, or that **CONTRACTOR's** reported costs fail to support costs that **COUNTY** already paid, **COUNTY** shall demand repayment from **CONTRACTOR** in the amount of such audit findings.

9. **ANNUAL COST REPORT.**

At the end of the fiscal year, (period of July 1 through June 30), or any portion thereof, **CONTRACTOR** shall prepare a cost report for this contract, detailing all the allowable costs that have actually been incurred by **CONTRACTOR** in the performance of the contract(s).

Each "Project" contained herein shall be adequately identified and described in the cost report. Such cost report shall be prepared in accordance with the cost reporting requirements of the State Alcohol and Drug Program and in accordance with any other forms and written guidelines, which may be provided by **COUNTY**. At a minimum, such cost report shall reflect the actual expenditures relative to the original line item amounts declared in Exhibit B-1.

The cost report shall be submitted to **COUNTY** within sixty (60) days following the end of the fiscal year, ending June 30.

annual cost report shall be for that contract period which ends on the termination or cancellation date, and copies of such report shall be submitted to **COUNTY** within sixty-(60) days after such termination or cancellation

- B. If any "Project" contained in this Agreement is terminated or canceled prior to the close of the fiscal year, a separate cost report shall not be required; however, all cost information pertaining to the terminated or canceled "Project(s)" shall be contained in the annual cost report. Payment of all or part of **CONTRACTOR'S** final invoice shall be held pending **COUNTY** review and approval of the annual cost report.

10. **ANNUAL COST REPORT SETTLEMENT.**

COUNTY shall provide **CONTRACTOR** with a copy of **CONTRACTOR'S** final year-end cost report along with a formal letter of the findings; within ninety (90) days of **COUNTY** submission to the state.

- A. If the cost report shows that the allowable costs that have actually been incurred by **CONTRACTOR** under this agreement exceeds the payments made by **COUNTY**. **COUNTY** may remit any such excess amount to **CONTRACTOR**, provided that the payments made, together with any such excess amount, shall not exceed the total contract payment limit.
- B. If it is determined, by **COUNTY** or state, that the annual cost report, audit of the cost report, or **CONTRACTOR'S** other financial records show that under this Agreement: the payments made by **COUNTY** exceeded the allowable costs that have actually been incurred by **CONTRACTOR**; that **CONTRACTOR'S** costs were disallowed; that costs are not supported by **CONTRACTOR'S** service delivery and; that profit was realized on unperformed portions of **CONTRACTOR'S** service, **CONTRACTOR** shall be required to remit any such excess amount to **COUNTY**, or **COUNTY** may credit such sum against any monies due **CONTRACTOR** under this or any other contract..

11. **FINAL COST REPORT ADJUSTMENTS TO CONTRACT.**

- A. In the event **CONTRACTOR'S** cost report did not support **CONTRACTOR'S** actual costs for services delivered, **COUNTY** shall meet with **CONTRACTOR** to discuss and/or negotiate an adjustment in the agreed upon units of service. If **CONTRACTOR'S** actual costs failed to support **CONTRACTOR'S** service delivery resulting in an overpayment by **COUNTY** **CONTRACTOR** will be required to refund the overpayment to **COUNTY**. Additionally, based on the cost report, **CONTRACTOR'S** cost per unit of service shall be reduced on this Agreement to reflect the lower cost.
- B. **COUNTY** will review and evaluate each "Project" contracted under this Agreement and compare the cost of service (including rates, units of service, and provisional amounts) with **CONTRACTOR'S** prior year-end cost report. Based on the **COUNTY'S** findings, subsequent notification to **CONTRACTOR**, and mutual agreement **COUNTY** shall adjust this Agreement to reflect the actual service costs, including but not limited to the service units, rate, and provisional amount as reported on **CONTRACTOR'S** prior year-end cost report.

EXHIBIT B-1

**NNA
SCHEDULE OF SERVICES**

The program services, as listed below and in Exhibit A, will be reimbursed according to rates shown on **COUNTY's** invoice and in the Provider Workbook. Specific services shall conform to California Department of Alcohol and Drug Programs service code as defined in Exhibit A.

It is agreed that **COUNTY** has provided a copy of the signed Provider Workbook to **CONTRACTOR**.

TYPE OF SERVICE	TERM	Total Provisional Contract Amount
PRIMARY PREVENTION: (Service Code 17) Environmental Approaches – Program Research	07/01/05 to 06/30/06	\$86,400
State Incentive Grant Services including Alcohol/Drug Sensitive Information Planning System (ASIPS).		\$28,500
TOTAL ADP - NNA FUNDS		\$114,900
The negotiated rate, units of service, and maximum monthly billable amount is reflected on the COUNTY's invoice form and is based upon the CONTRACTOR's program budget, prior year cost report, and contract negotiations with COUNTY ; all contained in the Provider Workbook that the CONTRACTOR developed with COUNTY .		
CONTRACTOR's program may require Matching Funds as outlined in the Provider Workbook. Any modification in the amount method or source of match funds needs to be approved by COUNTY .		

EXHIBIT C

INDEMNIFICATION AND INSURANCE PROVISIONS between the Regents of the University of California and the Alcohol, Drug, and Mental Health Services of Santa Barbara County for contracts NOT requiring professional liability insurance

INDEMNIFICATION

CONTRACTOR shall defend, indemnify and save harmless the Alcohol, Drug, and Mental Health Services of Santa Barbara County (hereafter COMMISSION) and the County of Santa Barbara (hereafter COUNTY), its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of the CONTRACTOR or his agents or employees, but only in proportion to and to the extent that those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities are caused by or result from the negligent or intentional acts or omissions of the Contractor, its agents or employees.

COUNTY shall defend, indemnify and hold CONTRACTOR, its officers, employees and 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 its officers, agents or employees.

CONTRACTOR shall notify the COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

INSURANCE

Without limiting the CONTRACTOR's indemnification of the COUNTY, CONTRACTOR shall procure the following required insurance coverage at its sole cost and expense or provide similar coverage through a program of self-insurance. All insurance coverages are to be placed with insurers which (1) have a Best's rating of no less than A: VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the COUNTY. Such insurance coverage or program of self-insurance shall be maintained during the term of this Agreement. Failure to comply with the insurance requirements shall place CONTRACTOR in default. Upon request by the COUNTY, CONTRACTOR shall provide a certificate of insurance evidencing said coverage within thirty (30) days.

1. Workers' Compensation Insurance: Statutory Workers' Compensation and Employers Liability Insurance shall cover all CONTRACTOR's staff while performing any work incidental to the performance of this Agreement. The policy shall provide that no cancellation, or expiration or reduction of coverage shall be effective or occur until at least thirty (30) days after receipt of such notice by the COUNTY. In the event CONTRACTOR is self-insured, it shall furnish a copy of Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if CONTRACTOR has no employees as defined in Labor Code § 3350 et seq. during the entire period of this Agreement and CONTRACTOR submits a written statement to the COUNTY stating that fact.

EXHIBIT C

INDEMNIFICATION AND INSURANCE PROVISIONS between the Regents of the University of California and the Alcohol, Drug, and Mental Health Services of Santa Barbara County for contracts NOT requiring professional liability insurance

2. General and Automobile Liability Insurance: The general liability insurance shall include bodily injury, property damage and personal injury liability coverage, shall afford coverage for all premises, operations, products and completed operations of CONTRACTOR and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed by the CONTRACTOR in the indemnity and hold harmless provisions [above] of the Indemnification Section of this Agreement between COUNTY and CONTRACTOR. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles that are operated on behalf of CONTRACTOR pursuant to CONTRACTOR's activities hereunder. CONTRACTORS shall require all subcontractors to furnish separate certificates and endorsements to meet the standards of these provisions by each subcontractor. COUNTY, its officers, agents, and employees shall be Additional Insured status on any policy. A cross liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each shall be included in the policies. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Any deductible or Self-Insured Retention {SIR} over \$10,000 requires approval by the COUNTY.

Said policy or policies or program of self-insurance shall include a severability of interest or cross liability clause or equivalent wording. Said policy or policies shall contain a provision of the following form:

"Such insurance as is afforded by this policy shall be primary and if the COUNTY has other valid and collectible insurance, that other insurance shall be excess and non-contributory."

If the policy providing liability coverage is on a 'claims-made' form, the CONTRACTOR is required to maintain such coverage for a minimum of three years following completion of the performance or attempted performance of the provisions of this agreement. Said policy or policies shall provide that the COUNTY shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

CONTRACTOR shall submit to the office of the designated COUNTY representative certificate(s) of insurance documenting the required insurance as specified above within thirty (30) days of this Agreement becoming effective. COUNTY shall maintain current certificate(s) of insurance at all times in the office of the designated County representative as a condition precedent to any payment under this Agreement. Approval of insurance by COUNTY or acceptance of the certificate of insurance by COUNTY shall not relieve or decrease the extent to which the CONTRACTOR may be held responsible for payment of damages resulting from CONTRACTOR'S services of operation pursuant to the contract, nor shall it be deemed a waiver of COUNTY'S rights to insurance coverage hereunder.

The above insurance requirements are subject to periodic review by the COUNTY. The COUNTY's Risk Manager is authorized to change the above insurance requirements, with the concurrence of County Counsel, to include additional types of insurance coverage or higher coverage limits, provided that such change is reasonable based on changed risk of loss or in light of past claims against the COUNTY or inflation. This option may be exercised during any amendment of this

EXHIBIT C

INDEMNIFICATION AND INSURANCE PROVISIONS between the Regents of the University of California and the Alcohol, Drug, and Mental Health Services of Santa Barbara County for contracts NOT requiring professional liability insurance

Agreement that results in an increase in the nature of COUNTY's risk and such change of provisions will be in effect for the term of the amended Agreement. Such change pertaining to types of insurance coverage or higher coverage limits must be made by written amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of acceptance of the amendment or modification.