

**Attachment E – BWell UCSB
Prop 47 FY 22-26 Evaluation
Agreement (BC24-075)**



County of Santa Barbara

BOARD OF SUPERVISORS

Minute Order

July 9, 2024

Present: 5 - Supervisor Williams, Supervisor Capps, Supervisor Hartmann, Supervisor Nelson, and Supervisor Lavagnino

BEHAVIORAL WELLNESS DEPARTMENT

File Reference No. 24-00749

RE: Consider recommendations regarding the Regents of the University of California Agreement for Crisis, Recovery, Engagement, Diversion and Outreach, Proposition 47 (CREDO47) Research and Evaluation Services for Fiscal Years (FYs) 2022-2026, and Data Transfer and Use Agreement for FYs 2022-2026, as follows:

- a) Approve, ratify, and authorize the Chair to execute an Agreement for Services of Independent Contractor with The Regents of the University of California, for the provision of University of California, Santa Barbara (UCSB) research and evaluation services for the CREDO47 Program under Board of State and Community Corrections (BSCC) Grant Agreement No. BSCC 514-22, for a maximum contract amount not to exceed \$129,377.00 for the period of September 1, 2022, through June 1, 2026;
- b) Delegate to the Director of the Department of Behavioral Wellness or designee the authority to suspend, delay, or interrupt the services under the research and evaluation Agreement for convenience and make immaterial changes to the Agreement per Sections 20 and 26 of the Agreement, respectively, without altering the maximum contract amount and without requiring the Board's approval of an amendment of the Agreement, subject to the Board's ability to rescind this delegated authority at any time;
- c) Approve, ratify, and authorize the Director of the Department of Behavioral Wellness, or designee, to execute a Data Transfer and Use Agreement with The Regents of the University of California to provide a limited data set for research purposes, for the period of January 1, 2023, through June 1, 2026, unless otherwise directed by Provider; and
- d) Determine that the above actions are government funding mechanisms or other government fiscal activities, which do not involve any commitment to any specific project that may result in a potentially significant physical impact on the environment, and are organizational or administrative activities of the government that will not result in direct or indirect physical changes in the environment and are therefore not a project under the California Environmental Quality Act (CEQA) pursuant to Section 15378(b)(4) and (b)(5) of the CEQA Guidelines.



County of Santa Barbara BOARD OF SUPERVISORS

Minute Order

July 9, 2024

A motion was made by Supervisor Hartmann, seconded by Supervisor Capps, that this matter be acted on as follows:

- a) Approved, ratified and authorized; Chair to execute;
- b) Delegated;
- c) Approved, ratified and authorized; and
- d) Approved.

The motion carried by the following vote:

Ayes: 5 - Supervisor Williams, Supervisor Capps, Supervisor Hartmann, Supervisor Nelson, and Supervisor Lavagnino

**AGREEMENT
FOR SERVICES OF INDEPENDENT CONTRACTOR**

THIS AGREEMENT is made by and between the County of Santa Barbara (hereafter County or Department), 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 services required by County, and County desires to retain the 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.

Director at phone number 805-681-5220 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: Director
 County of Santa Barbara
 Department of Behavioral Wellness
 300 N. San Antonio Road
 Santa Barbara, CA 93110
 Fax: 805-681-5262

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 **September 1, 2022** and end performance upon completion, but no later than **June 1, 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 B(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 be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in Contractor's profession. 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 employees and 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. 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.

A. Conflict of Interest

1) County intends to avoid any real or apparent conflict of interest on the part of the Contractor, Subawardees, or employees, officers and directors of the Contractor or Subawardee. Thus, County reserves the right to determine, in its reasonable discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Contractor to submit additional information or a plan for resolving the conflict, subject to County review and prior approval.

2) Conflicts of interest include, but are not limited to:

(a) An instance where the Contractor or any of its Subawardees, or any employee, officer, or director of the Contractor or any Subawardee receiving information in connection with the performance of services hereunder has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing such services would result in private or personal benefit.

(b) An instance where, in connection with the performance of services hereunder, the Contractor's or any Subawardee's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.

B. Evaluation

If either Party becomes aware of a known or suspected conflict of interest pursuant to paragraph A above, the knowledgeable Party shall inform the other Party promptly, and the Contractor will be given an opportunity to submit additional information or to resolve the conflict. Within twenty (20) calendar days from the date of notification of the conflict, the Contractor will provide additional information sufficient to fully evaluate the nature and effects of the potential conflict. If a conflict of interest is determined to exist by the State in its reasonable discretion and cannot be resolved to the satisfaction of the County, the conflict will be grounds for terminating the Agreement for good cause pursuant to Section 19 of this Agreement. The County may, at its discretion upon receipt of a written request from the Contractor, authorize an extension of the timeline indicated herein.

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY.

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 or 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.

To the extent permitted by law, Contractor at its own expense shall defend, indemnify, and hold harmless County against any claim that any items provided by Contractor hereunder infringe upon intellectual or other proprietary rights of a third party, but only in proportion to and to the extent such claims are caused by or result from the negligent or intentional acts or omissions of the Contractor, its respective officers, agents, or employees. This Ownership of Documents provision shall survive expiration or termination of this Agreement.

12. NO PUBLICITY OR ENDORSEMENT.

Contractor shall not use County's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. Contractor shall not use County's name or logo in any manner that would give the appearance that the County is endorsing Contractor. Contractor shall not in any way contract on behalf of or in the name of County. Contractor shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the County or its projects, without obtaining the prior written approval of County.

County agrees that it will not use the name of the University of California, or any abbreviation thereof, or any name of which "University of California" is a part, or any trademarks (including, but not limited to, logo, seal, landmarks, acronyms, campus department names, and graphic images) of the Contractor ("University Marks") in a commercial context, such as may appear on products, in media (including websites) and print advertisement, without the prior written consent of Contractor's authorized representative. This provision is in compliance with California Education Code section 92000.

University Marks are and shall remain exclusively the property of Contractor. County shall, neither directly nor indirectly, obtain or attempt to obtain during the term hereof or at any time thereafter, any right, title or interest in or to University Marks, and County hereby expressly waives any right which it may have in University Marks. County recognizes Contractor's exclusive ownership of University Marks.

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 books, records, supporting documentation, and other evidence 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 four (4) years following the termination of this Agreement; the closeout of the California Board of State and Community Corrections (BSCC) Proposition 47 Grant Program; or if any litigation, claim, negotiation, audit, or other action involving the records has been started, the records must be retained until the completion of the action and resolution of all issues which arise from it, whichever is later. All accounting records shall be kept in accordance with generally accepted accounting principles. Contractor agrees that County, the BSCC, the California Department of General Services, the California Department of Finance, the California State Auditor, federal government auditors, and their designees shall have the right to inspect, examine, monitor, copy, excerpt, transcribe, and audit all such books, records, supporting documentation, and other evidence pursuant to this Agreement at any time during Contractor's regular business hours or upon reasonable notice, and Contractor agrees to allow interviews of any employees who might reasonably have information related to such records and other evidence. Contractor agrees to provide suitable facilities for inspection, examining, monitoring, copying, excerpting, transcribing, and auditing of records and other evidence related to this Agreement. Contractor shall participate in any audits and reviews, whether by County, the State, or the federal government, at no charge to County.

The provisions of the Records, Audit, and Review section shall survive any expiration or termination of this Agreement.

15. INDEMNIFICATION AND INSURANCE.

Contractor agrees to the indemnification and insurance provisions as set forth in EXHIBIT C – 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. Contractor shall also comply with the nondiscrimination provisions set forth in EXHIBIT A, Section 3.C (Nondiscrimination) to this Agreement.

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. By County. County may, by written notice to Contractor, terminate this Agreement in whole or in part at any time, whether for County's convenience, for nonappropriation of funds, or because of the failure of Contractor to fulfill the obligations herein.

1. **For Convenience.** County 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 noncancelable commitments incurred prior to the date of termination and fair close out related costs. If the total of such costs is less than the total funds advance, the balance will be returned to the County.

2. For Nonappropriation of Funds.

- i. The parties acknowledge and agree that this Agreement is dependent upon the availability of County, State, and/or federal funding. If funding to make payments in accordance with the provisions of this Agreement is not forthcoming from the County, State and/or federal governments for the Agreement, or is not allocated or allotted to County by the County, State and/or federal governments for this Agreement for periodic payment in the current or any future fiscal period, then the obligations of County to make payments after the effective date of such non-allocation or non-funding, as provided in the notice, will cease and terminate.
- ii. As permitted by applicable State and Federal laws regarding funding sources, if funding to make payments in accordance with the provisions of this Agreement is delayed or is reduced from the County, State, and/or federal governments for the Agreement, or is not allocated or allotted in full to County by the County, State, and/or federal governments for this Agreement for periodic payment in the current or any future fiscal period, then the obligations of County to make payments will be delayed or be reduced accordingly or County shall have the right to terminate the Agreement. If such funding is reduced, County in its sole discretion shall determine which aspects of the Agreement shall proceed and which Services shall be performed. In these situations, County will pay Contractor for Services and Deliverables and certain of its costs. Any obligation to pay by County will not extend beyond the end of County's then-current funding period.
- iii. Contractor expressly agrees that no penalty or damages shall be applied to, or shall accrue to, County in the event that the necessary funding to pay under

the terms of this Agreement is not available, not allocated, not allotted, delayed or reduced.

3. **For Cause.** Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County may, at County's sole option, terminate 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.

B. By Contractor. Should County fail to pay Contractor all or any part of the payment set forth in EXHIBIT B(s), Contractor may, at Contractor's option terminate this Agreement if such failure is not remedied by County within sixty (60) days of written notice to County of such late payment.

C. Upon Termination. Contractor shall deliver to County all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by Contractor in performing this Agreement, whether completed or in process. Notwithstanding any other payment provision of this Agreement, County shall pay Contractor for services rendered in accordance with Exhibit A and B through to the date of termination to include a prorated amount of compensation 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 nor 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. The foregoing is cumulative and shall not affect any right or remedy which County or Contractor may have in law or equity.

20. SUSPENSION FOR CONVENIENCE.

The Director of the Department of Behavioral Wellness or designee may, without cause, order Contractor in writing to suspend, delay, or interrupt the services under this Agreement in whole or in part for up to 120 days. County shall incur no liability for suspension under this provision and suspension shall not constitute a breach of this Agreement.

21. 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.

22. 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.

23. 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.

24. TIME IS OF THE ESSENCE.

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

25. 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.

26. 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. Requests for changes to the terms and conditions of this agreement after April 1 of the Fiscal Year for which the change would be applicable shall not be considered. All requests for changes shall be in writing. Changes shall be made by an amendment pursuant to this section. Any amendments or modifications that do not materially change the terms of this Agreement (such as changes to the Designated Representative or Contractor's address for purposes of Notice) may be approved by the Director of the Department of Behavioral Wellness or designee. Except as otherwise provided in this Agreement, the Board of Supervisors of the County of Santa Barbara must approve all other amendments and modifications.

27. 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.

28. COMPLIANCE WITH LAW.

Contractor shall, at its sole cost and expense, comply with all County, State and Federal ordinances; statutes; regulations; orders including, but not limited to, executive orders, court orders and health officer orders; guidance; bulletins; information notices; and letters including, but not limited to, those issued by the California Board of State and Community Corrections (BSCC) and the California Department of Public Health 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, statute, regulation, order, guidance, bulletin, information notice, and/or letter shall be conclusive of that fact as between Contractor and County.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

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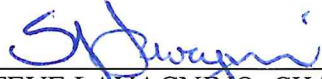
SIGNATURE PAGE FOLLOWS

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 September 1, 2022.

COUNTY OF SANTA BARBARA:

By: 
STEVE LAVAGNINO, CHAIR
BOARD OF SUPERVISORS
Date: 7-9-24

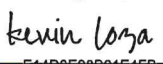
ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: 
Deputy Clerk
Date: 7-9-24


CONTRACTOR:

The Regents of the University of California

DocuSigned by:

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Authorized Representative
Name: Kevin Loza
Title: Sponsored Projects Officer
Date: 6/26/2024


APPROVED AS TO FORM:

RACHEL VAN MULLEM
COUNTY COUNSEL

By: 
48A252DEFFD3466...
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

DocuSigned by:

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Deputy

RECOMMENDED FOR APPROVAL:

ANTONETTE NAVARRO, LMFT,
DIRECTOR
DEPARTMENT OF BEHAVIORAL
WELLNESS

By: 
2095C5A16FE1474...
Director

APPROVED AS TO FORM:

GREG MILLIGAN, ARM
RISK MANAGER

By: 
05F555F00269466...
Risk Manager

EXHIBIT A

STATEMENT OF WORK

- 1. PERFORMANCE.** University of California, Santa Barbara (Contractor or UCSB) shall research to evaluate the impact of the Santa Barbara County (County) Crisis, Recovery, Engagement, Diversion, and Outreach program (CREDO47). CREDO47 leverages Prop 47 funding by diverting individuals with a history of mental illness and/or substance use from the criminal justice system to trauma-informed crisis stabilization and comprehensive mental health and substance use wraparound services. The CREDO47 program provides crisis intervention and community-based treatment services, including comprehensive behavioral health services, case management support, and housing assistance. The CREDO47 program aims to reduce criminal justice involvement and help ensure adults with mental health or substance use issues who do come into contact with law enforcement are adequately supported. 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.
- 2. SERVICES.**
 - A. Evaluation Methods and Training**
 - i. UCSB shall obtain Human Subjects Research Institutional Review Board (IRB) approval for all evaluation methods.
 - ii. All UCSB team members shall be trained through the IRB Human Subjects Training Module.
 - B. Data Collection, Research, and Reporting**
 - i. In collaboration with grant partners, UCSB will develop the Local Evaluation Plan and submit the plan to County by January 15, 2023.
 - ii. County will collect and de-identify all personally identifiable information and protected health information before transmitting data to UCSB for data analysis and reporting.
 - iii. UCSB shall conduct qualitative and quantitative analysis and research to determine the impact of the CREDO47 program on individuals encountered and enrolled.
 - iv. County will collect and report all data for required quarterly progress reports to UCSB. UCSB will provide consultation to County at quarterly project meetings to maintain an understanding of the data collection procedures and updates.
 - v. In fiscal year 25–26, UCSB will conduct a qualitative study of the impact of CREDO47 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 UCSB with longitudinal data that UCSB will analyze for the Final Local Evaluation Report.
- vii. In the event any personally identifying information (PII) is shared with UCSB, UCSB shall follow the guidelines of the attached Data Use Agreement.
- viii. UCSB shall produce a Final Local Evaluation Report that meets BSCC evaluation requirements and submit the final report to County by May 1, 2026.

EXHIBIT A-1

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 514-22 (“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 Cohort III Proposition 47 RFP and described in Appendix B of the Grant Agreement.
- D. Any non-governmental organization that receives Proposition 47 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 Proposition 47 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 subcontractor 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 Proposition 47 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 subcontractors 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 subcontractors 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 subcontractors 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 subcontractor'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 Subcontractor 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 subcontractors of the Grant Agreement.
- K. In the event of any inconsistency between the terms of this Agreement and those of Grant Agreement BSCC 514-22, the terms of Grant Agreement BSCC 514-22 shall prevail.

EXHIBIT B
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 B-1 (Fee Schedule), with a maximum contract amount not to exceed **\$129,377**.
2. **Payment for Services.** Payment for services and/or reimbursement of costs shall be made upon Contractor's performance, based upon the scope and methodology contained in the Statement of Work. Payment for services shall be based upon Exhibit B-1. Invoices submitted for payment must contain sufficient detail and provide supporting documentation to enable an audit of the charges.
3. **Proper Invoice.** Contractor shall submit to Santa Barbara County Department of Behavioral Wellness an invoice or certified claim on the County Treasury for the service performed over the period specified. Behavioral Wellness shall evaluate the quality of the service performed and, if found to be satisfactory, shall initiate payment processing.
 - A. Contractor's invoices for reimbursement shall include the following:
 1. Contract number assigned by County; and
 2. Services 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:

Santa Barbara County
Department of Behavioral Wellness
Attn: Accounts Payable
429 North San Antonio Road
Santa Barbara, CA 93110
ap@sbcbswell.org
4. **Correction of Work.** County's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of County's right to require Contractor to correct such work or billings or seek any other legal remedy.

**EXHIBIT B-1
FEE SCHEDULE**

<u>Category</u>	<u>Total Maximum Contract Amount</u>
Personnel	\$102,966
Travel	\$535
Indirect Costs	\$25,876
TOTAL FY 22-26 MAXIMUM CONTRACT AMOUNT NOT TO EXCEED	\$129,377

EXHIBIT C

INDEMNIFICATION AND INSURANCE PROVISIONS

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

A. INDEMNIFICATION

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.