

AGREEMENT

FOR SERVICES OF INDEPENDENT CONTRACTOR

BC _____

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 **Events Enterprises, Inc.** (dba **events!**) with an address at P.O. Box 1550, Folsom, CA (hereafter Contractor) wherein Contractor agrees to provide and County agrees to accept the services specified herein.

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. Heather Tanfani at phone number 916-608-8686 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
 Santa Barbara County
 Department of Behavioral Wellness
 300 N. San Antonio Road
 Santa Barbara, CA 93110
 FAX: 805-681-5262

To Contractor: Heather Tanfani, CMP, President
 P.O. Box 1550
 Folsom, CA 95763
 Phone: 916-608-8686
 Fax: 916-608-8787

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 attached hereto and incorporated herein by reference.

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4. TERM

Contractor shall commence performance on 8/15/16 and end performance upon completion, but no later than 6/30/17 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 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. 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. 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. 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

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do so by state, federal, or local taxing agencies, Contractor agrees to promptly reimburse County for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

10. CONFLICT OF INTEREST

Contractor covenants that Contractor presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by Contractor. Contractor must promptly disclose to the County, in writing, any potential conflict of interest. County retains the right to waive a conflict of interest disclosed by Contractor if County determines it to be immaterial, and such waiver is only effective if provided by County to Contractor in writing. As required by 42 CFR sections 455.101 and 455.104, Contractor will complete a Conflict of Interest form provided by County.

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

County shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. Contractor shall not release any of such items to other parties except after prior written approval of County.

Unless otherwise specified in Exhibit A, Contractor hereby assigns to County all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by Contractor pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). County shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. Contractor agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. Contractor warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. Contractor at its own expense shall defend, indemnify, and hold harmless County against any claim that any Copyrightable Works or Inventions or other items provided by Contractor hereunder infringe upon intellectual or other proprietary rights of a third party, and Contractor shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by County in connection with any such claims. This Ownership of Documents and Intellectual Property 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.

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13. COUNTY PROPERTY AND INFORMATION

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

14. RECORDS, AUDIT, AND REVIEW

Contractor shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of Contractor's profession and shall maintain all records until such time that the State Department of Health Care Services completes all actions associated with the final audit, including appeals, for the fiscal year(s) covered by this Agreement, or not less than four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. County shall have the right to audit and review all such documents and records at any time during Contractor's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), Contractor shall be subject to the examination and audit of the California State Auditor, at the request of the County or as part of any audit of the County, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). Contractor shall participate in any audits and reviews, whether by County or the State, at no charge to County.

If Federal, State or County audit exceptions are made relating to this Agreement, Contractor shall reimburse all costs incurred by federal, state, and/or County governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from County, Contractor shall reimburse the amount of the audit exceptions and any other related costs directly to County as specified by County in the notification. 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 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.

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.

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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 thirty (30) days written notice. During the thirty (30) 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.
 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

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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, Contractor may, at Contractor's option terminate this Agreement if such failure is not remedied by County within thirty (30) 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, except such items as County may, by written permission, permit Contractor to retain. Notwithstanding any other payment provision of this Agreement, County shall pay Contractor for satisfactory services performed 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. 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.

20. SECTION HEADINGS

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

21. SEVERABILITY

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

22. REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved to County is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

23. TIME IS OF THE ESSENCE

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

24. NO WAIVER OF DEFAULT

No delay or omission of County to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to County

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shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of County.

25. ENTIRE AGREEMENT AND AMENDMENT

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

26. SUCCESSORS AND ASSIGNS

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

27. COMPLIANCE WITH LAW

Contractor shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of Contractor in any action or proceeding against Contractor, whether County is a party thereto or not, that Contractor has violated any such ordinance or statute, shall be conclusive of that fact as between Contractor and County.

28. 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.

29. 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.

30. 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(s), 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.

31. 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.

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32. 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.

33. MANDATORY DISCLOSURE.

Contractor must disclose, in a timely manner, in writing to the County all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this Agreement. Failure to make required disclosures can result in any of the remedies described in 45 C.F.R. Section 75.371, including suspension or debarment. (See also 2 C.F.R. part 180 and 376, and 31 U.S.C. 3321.)

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THIS AGREEMENT INCLUDES:

- A. EXHIBIT A – MH - STATEMENT OF WORK - Event coordination for Santa Barbara County Department of Behavioral Wellness, on behalf of the SCRP
- B. EXHIBIT B – FINANCIAL PROVISIONS
 - i. Exhibit B-1 - Schedule of Rates and Contract Maximum
- C. EXHIBIT X – Indemnification and Insurance Requirements

AGREEMENT

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Events Enterprises, Inc.**

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on August 15, 2016 by COUNTY.

COUNTY OF SANTA BARBARA:

By: _____
PETER ADAM
CHAIR, BOARD OF SUPERVISORS

Date: _____

ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____
Deputy Clerk

Date: _____

CONTRACTOR:

HEATHER TANFANI
EVENTS ENTERPRISES, INC.

By: _____
Authorized Representative

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: _____
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

THEODORE A. FALLATI, CPA
AUDITOR-CONTROLLER

By: _____
Deputy

RECOMMENDED FOR APPROVAL:

ALICE GLEGHORN, PH.D., DIRECTOR
DEPARTMENT OF BEHAVIORAL
WELLNESS

By: _____
Director

APPROVED AS TO INSURANCE FORM:

RAY AROMATORIO
RISK MANAGEMENT

By: _____
Risk Management

**EXHIBIT A – MH
STATEMENT OF WORK**

1. **PERFORMANCE.** Events Enterprises, Inc. doing business as events! (Contractor), a certified, full-service meeting planner, shall provide overall event coordination for Santa Barbara County Department of Behavioral Wellness, on behalf of the SCRP, for the *Difficult to Engage, Difficult to Reach Populations* Conference. 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; and
- B. Warrant that said accreditation and licensing information furnished to County is complete and accurate, and notify County promptly of any changes in this information.

2. **OBJECTIVES.**

- A. Acting as an independent contractor in a consulting capacity and as authorized agent for Behavioral Wellness/SCRP, contractor shall:
 - i. Create a strategic event plan;
 - ii. Develop event concept;
 - iii. Coordinate event logistics;
 - iv. Implement event plan to ensure a well-managed conference/meeting; and
 - v. Ensure the conference furthers the goals of SCRP.

3. **SERVICES.** Contractor shall provide the following:

- A. Logistics planning for SCRP's *Difficult to Engage, Difficult to Reach Populations* Conference:
 - i. Attendance goal is 150 participants;
 - ii. Schedule two (2) consecutive mid-week days; and
 - iii. Conference to take place between March 1 and March 17, 2017.
- B. Event Coordination Services:
 - i. Event Coordinator
 - a. Designate one (1) key person as the single point of contact;
 - ii. Communication.
 - a. Send weekly email reports containing status updates to Behavioral Wellness/SCRP designated staff;
 - b. Attend one (1) initial site-review meeting at SCRP-proposed event location;
 - c. Attend one (1) pre-event meeting with the location to discuss:
 - 1. Contracts;
 - 2. Food and beverage;

**EXHIBIT A – MH
STATEMENT OF WORK**

3. Location set-up/requirements;
 4. Parking;
 5. Floor plan;
 6. Rental equipment; and
 7. Grounds requirements.
 8. Continue to communicate with key contacts and vendors throughout the project.
- iii. Budget Development.
- a. Research and negotiate costs based on event requirements;
 - b. Provide SCRП with a detailed budget for event expenses; and
 - c. Communicate any changes to committee for approval throughout the project.
- iv. Financial Management.
- a. Work with Behavioral Wellness/SCRП to develop a system for approval and processing of all vendor invoices and payments;
 1. Submit all contracts and invoices to Behavioral Wellness/SCRП designated staff for approval;
 - b. Ensure vendors adhere to budgets and timelines;
 - c. Submit all monthly financial reports to Behavioral Wellness/SCRП for review; and
 - d. Work within the budget approved by Behavioral Wellness/SCRП for the conference.
- v. Timeline.
- a. Submit timeline to Behavioral Wellness/SCRП for all event logistics to include:
 1. Dates for development of electronic invitations, programs, agenda and syllabus, contents determined by SCRП conference planning committee; and
 2. Deadlines for lodging, food and beverage, speaker travel, vendor confirmations, payments and deposits.
- vi. Theme.
- a. Provide Behavioral Wellness/SCRП, by 10/1/16, with options for conference theme, which will be consistent on all event materials. Theme to be decided by SCRП conference planning committee.

EXHIBIT A – MH STATEMENT OF WORK

- vii. Committee Coordination and Meetings.
 - a. Delegate and follow-up with committee members who are responsible for assigned tasks;
 - b. Schedule and coordinate planning committee meetings; and
 - c. Compile and distribute meeting notices, materials, agendas and minutes.
- viii. Location-Site Research.
 - a. Handle all aspects of site selection in collaboration with Behavioral Wellness/ SCRP designated staff;
 - b. Research potential venues;
 - c. Negotiate contracts for accommodations, meeting rooms and meals;
 - d. Review attrition walk clause, cancellation and arbitration fees, indemnification and tax-factoring procedures;
 - e. Establish a master account with location for conference expenses; and
 - f. Submit a timeline of items due (final signing deadline, deposits, etc).
- ix. Location.
 - a. Handle all facility logistics and planning needs;
 - 1. Work with venue to provide facility and area maps, air and ground transportation, and parking instructions.
 - b. Provide all materials and equipment needed;
 - 1. Coordinate set-up of rooms, all audio-visual equipment, directional signs, placement of any marketing materials and banners.
 - c. Determine and plan for any special needs or requirements to include;
 - 1. Electrical hook-ups, disabilities, or security.
 - d. Create a floor plan for all meeting spaces;
 - 1. Includes registration area, food and beverage stations, room set-up and audio-visual equipment.
- x. Website.
 - a. Design, implement, update, and maintain a registration page website to:
 - 1. Reflect conference theme and be user friendly.

EXHIBIT A – MH STATEMENT OF WORK

2. Load customized online registration page on secure server and link to Behavioral Wellness/SCRP website;
 - A. Work with Behavioral Wellness/SCRP website staff to place logo on Behavioral Wellness/SCRP homepage that will link to registration page.
 - B. Provide attendees with ability to register electronically or download and mail or fax form to events! for inclusion in the attendee database.
 3. Provide monthly reports on registration status.
- xi. Attendee Invitations, Save the Date Announcements, Database, Roster, and Confirmations.
- a. Work with Behavioral Wellness/SCRP to develop content of the registration invitation and save the date announcement;
 1. Hotel and meal information, registration procedures and general conference agenda will be included on invitation.
 - b. Develop an attendee roster, for inclusion in the syllabus, that contains Behavioral Wellness/SCRP approved information, to include:
 1. Attendees and Speakers' names, titles, addresses, phone, and email addresses.
 - c. Send confirmation notices to each attendee, to include:
 1. Overnight accommodation reservation number, general travel and meeting location information.
- xii. Program and Script.
- a. Work with Behavioral Wellness/SCRP to prepare program script;
 - b. Distribute script to all speakers and committee members;
 - c. Hire a graphic designer and printer to produce conference program;
 - d. Program will include:
 1. Agenda of the day's activities;
 2. Floor plan;
 3. Announcements;
 4. Roster; and
 5. Information sheet to include:
 - A. Proper attire, food, pick-up and drop-off times, etc.
- xiii. Identification.
- a. Provide name badge options for Behavioral Wellness/SCRP staff to select from;
 - b. Purchase holders;
 - c. Print badges which will include name, county and title; and
 - d. Assemble one name badge per attendee.

EXHIBIT A – MH STATEMENT OF WORK

xiv. Signage.

- a. Determine program's signage needs;
- b. Obtain estimates for signage options; and
- c. Coordinate production and transportation signage to meeting location.

xv. Meeting Materials.

- a. Work with Behavioral Wellness/SCRP to determine appropriate, unique branded conference material (i.e. thumbdrives) for each attendee;
- b. Arrange and confirm transport of these items to the venue; and
- c. Ship any remaining conference materials to Behavioral Wellness/SCRP.

xvi. Session Assignments.

- a. Collect information regarding session preferences from registrants;
- b. Work with Behavioral Wellness/SCRP to determine session assignment guidelines; and
- c. Implement guidelines at registration as needed.

xvii. Transportation.

- a. Provide directional, transportation, and parking information on the conference website (use of public transportation will be encouraged).

xviii. Rooming List.

- a. Coordinate all lodging details for attendees;
- b. Compile, update and submit a rooming list to the location prior to the due date;
 1. Submit updated lists weekly.
- c. Create a rooming list to serve as:
 1. The master participant list;
 2. Confirmation of arrivals at the conference.

xix. Equipment/Audio Visual.

- a. Negotiate and confirm fees for any equipment needed, to include:
 1. Tables, chairs, linens, easels, electrical hook-ups, staging, PA system, audio-visual.
- b. Negotiate, contract, review and finalize all audio-visual logistics for the conference;
 1. Confirm and accommodate audio visual needs of speakers and participants for general assembly, breakout sessions and general sessions; and
 2. Provide an on-site technician who will be available throughout the conference to ensure quality visual and sound.

EXHIBIT A – MH STATEMENT OF WORK

xx. Food and Beverage.

- a. Coordinate menu with event location;
 - 1. Two (2) continental breakfasts;
 - 2. Two (2) AM/PM breaks;
 - 3. Two (2) luncheons; and
 - 4. One (1) evening reception.
- b. Develop room set-up plans and confirm banquet event orders;
- c. Provide for dietary restrictions;
 - 1. Dietary restriction feedback to be given at registration; and
 - 2. Work with venue to ensure dietary needs are met.

xxi. Conference Evaluations.

- a. Distribute an evaluation form to attendees at conclusion of conference, collect forms and give to Behavioral Wellness/SCRIP staff.

xxii. On-Site Registration.

- a. Organize registration area for efficiency;
- b. Provide each attendee with a name badge, program and unique branded conference material;
- c. Provide a name badge printer for printing of last minute badges or name changes; and
- d. Prepare registration area no later than one (1) hour before the conference begins.

xxiii. Speakers' Conference Needs and Travel and Accommodation Arrangements.

- a. Work with Behavioral Wellness/SCRIP to contact and finalize logistics for conference speakers;
- b. Develop and collect a speaker needs questionnaire;
- c. Review speaker contracts and requirements;
- d. Ensure on-stage needs of speaker are addressed;
- e. Reimburse speakers for approved expenses and honorariums;
- f. Ensure rooms are set up with needed equipment per staff instructions;
- g. Provide each speaker with information to arrange travel for themselves; and
- h. Block and manage rooms for speakers.

xxiv. Permits.

- a. Submit any permit or insurance requirements to Behavioral Wellness/SCRIP;

EXHIBIT A – MH STATEMENT OF WORK

- b. Ensure that each vendor submits required insurance certificate to the event location.
- xxv. Shipments and Storage. Contractor shall arrange for:
- a. Shipment of all meeting materials to the location and back to Behavioral Wellness/SCRIP at the conclusion of the meeting;
 - b. Receipt and storage of meeting materials with the event location;
 - c. Support in assembling and displaying these materials;
- xxvi. Continuing Education Credits (CEC).
- a. Work with Behavioral Wellness/SCRIP to process CECs and submit completed forms to the appropriate associations.
- xxvii. On-Site Staffing.
- a. Three (3) staff members to monitor the conference and attend to every detail;
 - b. Same three (3) staff members will be available throughout the conference and for any “last minute” needs from attendees; and
 - c. Provide a supply box with miscellaneous items– office supplies, hardware, first-aid kit.
- xxviii. On-Site Confirmations.
- a. Arrive with staff at location prior to start of conference; and
 - b. Conduct final confirmation interviews with all key site personnel and vendors to ensure all arrangements have been made and all materials are in place.
- xxix. Follow-Up Report.
- a. Provide an event summary after the conference including:
 - 1. Final event income/expense report;
 - 2. Attendance data;
 - 3. Participant’s evaluations;
 - 4. Highlights; and
 - 5. A critique with suggestions for the next event.

**EXHIBIT A – MH
STATEMENT OF WORK**

4. SANTA BARBARA COUNTY DEPARTMENT OF BEHAVIORAL WELLNESS / SOUTHERN COUNTIES REGIONAL PARTNERSHIP / SCRP CONFERENCE COMMITTEE RESPONSIBILITIES.

- A. Provide one (1) contact person and one (1) back-up person to Contractor for communication and decisions;
- B. Provide a website contact to post registration link;
- C. Identify potential speakers and make initial contact;
- D. Identify educational goals for the sessions and the presenters/facilitators for each session;
- E. Behavioral Wellness/SCRP will provide the electronic invitations to each of their County representatives to distribute to their colleagues;
- F. Reimburse Contractor for all meeting planner and vendor expenses inclusive of:
 - i. Food and beverage, online registration, travel, mileage, accommodations, equipment, signage, shipping etc. which have been pre-approved by SCRP's point of contact, in accordance with the budget estimates set forth in Exhibit B and B-1.
- G. Obtain written authorization from Contractor to print any company information, telephone, address on any media/publicity material;
- H. Approve the following:
 - i. Budget;
 - ii. Contracts and invoices;
 - iii. Theme and décor;
 - iv. Printed materials;
 - v. Food and beverage menus; and
 - vi. Event script.

Exhibit B MH
Financial Provisions

(With attached Schedule of Rates [Exhibit B-1 - MH])

1. Contract Maximum Value. For services to be rendered under this contract, Contractor shall be paid at the rate specified in the Schedule of Rates (Exhibit B-1), with a maximum value not to exceed **\$150,000**.

2. Payment for Services: Payment for services and/or reimbursement of costs shall be made upon Contractor's satisfactory performance, based upon the scope and methodology contained in EXHIBIT A.
 - A. The Santa Barbara County Department of Behavioral Wellness/SCRIP agrees to pay the Contractor **\$30,000** which will be designated a flat fee and is not to be altered, unless agreed to in writing by both parties. The flat fee is determined by estimated hourly wages and shall be paid monthly, at a rate of \$3,000 per month for 10 consecutive months. Reimbursement is due within thirty (30) days of the invoice date. Contractor does not mark-up vendor costs and all meeting planner expenses and vendor invoices will be attached to reimbursement invoices.

 - B. Behavioral Wellness/SCRIP shall retain the option to terminate the contract upon thirty (30) days written notice. In the event that SCRIP/Behavioral Wellness terminates the contract, Contractor shall be reimbursed at the rate of \$100 per hour for all time expended on or prior to the date of receipt of such written notice in lieu of the \$3,000 monthly fee in the month of termination.

 - C. Services shall be based upon the rates as defined in EXHIBIT B-1. Invoices submitted for payment, based upon EXHIBIT B-1, must contain sufficient detail and provide supporting documentation to enable an audit of the charges.

3. Proper Invoice. Contractor shall submit to County's Designated Representative an invoice or certified claim on the County treasury for the service performed over the period specified. County's representative shall evaluate the quality of the service performed, and if found to be satisfactory, shall initiate processing of payment.
 - A. The invoice must show the Board Contract number, the services performed or detailed statement of purchases with receipts, the rate and authorization form, if applicable.

 - B. County's Designated Representative:

Santa Barbara County
Department of Behavioral Wellness
Attn: Accounts Payable
429 North San Antonio Road
Santa Barbara, CA 93110
admhs_accounts_payable@co.santa-barbara.ca.us

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 B1

Schedule of Rates and Contract Maximum

<u>Type of Service</u>	<u>Cost Per Unit</u>	<u>Units of Service</u>	<u>Total Maximum Contract Value</u>
Conference Planning/Coordination Fee	\$3,000/month	Conference scheduled for two (2) consecutive weekdays 10 months	\$30,000
Conference Expenses **Estimated Itemized Budget, Inclusive of:		Hotel Accommodations Meeting Rooms Food and Beverage Audio Visual Honorariums Speaker Expenses Printed Materials Signage Name Badges Promotional Items Registration Website Decoration Gratuity Miscellaneous Staff Expenses Contingency	\$35,000 \$5,000 \$46,400 \$6,400 \$5,400 \$5,900 \$3,800 \$650 \$600 \$1,500 \$2,500 \$1,000 \$500 \$200 \$2,000 \$3,150
			\$120,000
Total Maximum Contract Not to Exceed:			*\$150,000
*Inclusive of all travel, lodging and per diem for three staff members.			

EXHIBIT C
INDEMNIFICATION AND INSURANCE REQUIREMENTS
(FOR PROFESSIONAL CONTRACTS)

1. INDEMNIFICATION

Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless County and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by County on account of any claim except where such indemnification is prohibited by law. Contractor's indemnification obligation applies to County's active as well as passive negligence but does not apply to County's sole negligence or willful misconduct.

2. NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

Contractor shall notify County immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

3. INSURANCE

Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- i. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- ii. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- iii. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- iv. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Contractor's profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the Contractor maintains higher limits than the minimums shown above, the County requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

EXHIBIT C
INDEMNIFICATION AND INSURANCE REQUIREMENTS
(FOR PROFESSIONAL CONTRACTS)

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

- i. **Additional Insured** – County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
- ii. **Primary Coverage** – For any claims related to this Agreement, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- iii. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County.
- iv. **Waiver of Subrogation Rights** – Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
- v. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- vi. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
- vii. **Verification of Coverage** – Contractor shall furnish the County with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Contractor shall furnish evidence of renewal of coverage throughout the term of the Agreement. The County reserves the right to

EXHIBIT C
INDEMNIFICATION AND INSURANCE REQUIREMENTS
(FOR PROFESSIONAL CONTRACTS)

require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

- viii. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, County has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by County as a material breach of contract.
- ix. **Subcontractors** – Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.
- x. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - a) The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - b) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - c) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
- xi. **Special Risks or Circumstances** – County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of County.