

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

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 Regents of the University of California with an address at 3227 Cheadle Hall, UCSB, Santa Barbara, CA 93106-2050 (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

Tanja Heitman, Deputy Chief Probation Officer at phone number (805) 739-8537 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Melissa Waver, Senior Sponsored Projects Officer at phone number (805) 893-5089 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: Santa Barbara County Probation
117 E. Carrillo St.
Santa Barbara, CA 93101
Attention: Tanja Heitman, Deputy Chief Probation Officer

To CONTRACTOR: Regents of the University of California
3227 Cheadle Hall
Santa Barbara, CA 93106-2050
Attention: Melissa Waver, Senior Sponsored Projects Officer
Billing address: Cashier's Office
SAASB Building, Room 1212
Santa Barbara, CA 93106-2003

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.

4. TERM

CONTRACTOR shall commence performance on July 1, 2015 and end performance upon completion, but no later than June 30, 2016 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. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2 NOTICES above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

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 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. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

11. OWNERSHIP OF DOCUMENTS

COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: the reports and evaluations specified in Exhibit A, Statement of Work, all data collected in the process of compiling and completing such reports and evaluations, 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 Agreement is completed or terminated prior to completion. CONTRACTOR shall have the right to publish, disclose, disseminate and use, in whole and in part, any data and information developed by CONTRACTOR under this Agreement.

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 arising out of, relating to, or resulting from the activities or omissions, negligent or otherwise of CONTRACTOR'S officers, agents, or employees, 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 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.

13. COUNTY PROPERTY AND INFORMATION

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

14. RECORDS, AUDIT, AND REVIEW

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR'S profession and shall maintain such records for at least 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, and penalty assessments. Within thirty (30) days upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs having a reasonable and legitimate basis directly to COUNTY

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.

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.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.
 3. **For Cause.** Should 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, 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 the event of termination, CONTRACTOR shall not 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. 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 or CONTRACTOR is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

23. TIME IS OF THE ESSENCE

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

24. NO WAIVER OF DEFAULT

No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the 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 to any court of competent jurisdiction, 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(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.

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.

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.

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Agreement for Services of Independent Contractor between the County of Santa Barbara and Regents of the University of California.

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

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA:

Janet Wolf
Board of Supervisors

By: _____
Deputy Clerk

By: _____
Chair, Board of Supervisors

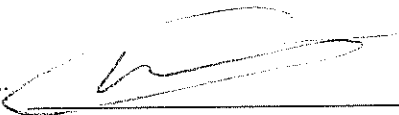
Date: _____

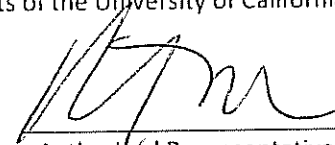
RECOMMENDED FOR APPROVAL:

Guadalupe Rabago
Santa Barbara County Probation

CONTRACTOR:

Melissa Waver, Senior
Sponsored Projects Officer
Regents of the University of California

By: 
Department Head

By: 
Authorized Representative

Name: Melissa Waver

Title: Senior Sponsored Projects Officer

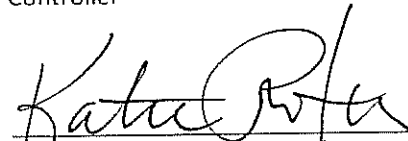
APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

APPROVED AS TO ACCOUNTING FORM:

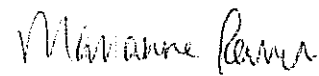
Robert W. Geis, CPA
Auditor-Controller

By: 
Deputy County Counsel

By: 
Deputy

APPROVED AS TO FORM:

Risk Management

By: 
Risk Management

**EXHIBIT A
STATEMENT OF WORK**

1. Evaluation of the Public Safety Realignment Act (AB109)

CONTRACTOR will inform, the Community Corrections Partnership (CCP) and the local criminal justice system, based on CONTRACTOR'S evaluations, on how the Public Safety Realignment Act is implemented and the results of implementation during the fiscal year 2015-2016. This will involve identifying points where data can be collected and using continuous management of data to identify strengths and weaknesses in the system.

CONTRACTOR will design and implement the collaborative court process evaluation and provide group process evaluations of one (1) county collaborative court with follow-up assessments designed to examine long-term functioning, and assess the integration of recommendations provided in subsequent evaluations.

CONTRACTOR will coordinate and manage all data collection activities. Continuous development and updating of a comprehensive evaluation plan will include obtaining regular data reports from Probation, the Jail, and other components of the legal system (Agencies). CONTRACTOR'S responsibilities also includes, cleaning data that is downloaded from COUNTY on a regular basis, and will provide reports to COUNTY regarding agreed upon indicators.

A. Training and Data Collection

All CONTRACTOR team members will be trained through the Institutional Review Board (IRB) Human Subjects Training Module. The evaluation plan will be updated with the UCSB IRB for approval annually and when changes are made. Criminal system data will be de-identified by COUNTY and transferred to CONTRACTOR on a regular basis. Any additional data collection strategies will be developed in consultation with COUNTY and collected by CONTRACTOR researchers.

CONTRACTOR will attend and observe collaborative court staffings to collect process data, will interview members of the collaborative court team to obtain their perceptions of the program and their activities as part of that team.

B. Data Entry, Analysis and Reporting

1. CONTRACTOR will receive data from COUNTY at regular intervals to determine if the criminal justice system is effectively responding to offenders affected by the Public Safety Realignment Act. CONTRACTOR will use a data-tracking sheet developed by Agencies outlining the specific data being collected. COUNTY will continuously work with Agencies to improve procedures in obtain data for this project. CONTRACTOR will clean and analyze the data collected.
2. CONTRACTOR will provide a report of its analysis on the measures identified by CCP during the last fiscal years and in CONTRACTOR'S 2014-2015 evaluation report, for example, CONTRACTOR will analyze the connection between success rates of various interventions (e.g., mental health) and client characteristics (e.g., risk/needs assessment score, demographic information) to determine if client characteristics predict success in connection with various services.
3. CONTRACTOR will implement, analyze, and report results of a consumer survey given to clients at regular intervals during their involvement with the criminal justice system. COUNTY will assist CONTRACTOR with implementing the consumer survey.

4. CONTRACTOR will provide a detail examination of a collaborative court process (e.g., dual diagnosis treatment court, mental health treatment court, veteran's treatment court, substance abuse treatment court). This will include review and familiarization of literature regarding effective practices, examining team member roles and the efficiency of the overall process.

C. Meetings

CONTRACTOR evaluation staff will attend regular meetings with COUNTY in order to assess progress and problem solve. The evaluators will use this opportunity to provide feedback to stakeholders and suggest changes to program implementation or evaluation.

D. Evaluation Report

CONTRACTOR will analyze all data for a final report to be provided to COUNTY no later than June 30, 2016. The report will include the impact of treatments (considering dosage) on offender outcomes (i.e., probation completion and recidivism in terms of new convictions) controlling for background and criminal history factors. Furthermore, the report will address the prior year's findings and recommendations for future directions.

2. Evaluation of the California Community Corrections Performance Incentives Act of 2009 (SB678)

CONTRACTOR will provide COUNTY with an evaluation of the California Community Corrections Performance Incentives Act of 2009 (SB678), with recommendations on how to improve local probation practices and reduce recidivism for felony probationers. CONTRACTOR will coordinate and manage all data collection evaluation of services designed to decrease criminal thinking, reduce drug and alcohol dependence, reduce criminal reoffending, improve mental health, and improve functioning in the community. Continuous development and updating of a comprehensive evaluation plan will include obtaining regular data reports from Probation, the Jail, and other components of the legal system (Agencies). CONTRACTOR'S responsibilities include cleaning data downloaded from COUNTY on a regular basis and provide reports regarding agreed upon indicators.

A. Training and Data Collection

All CONTRACTOR team members will be trained through the Institutional Review Board (IRB) Human Subjects Training Module. The evaluation plan will be updated with the UCSB IRB for approval annually and when changes are made. Criminal system data will be de-identified by COUNTY and transferred to CONTRACTOR on a regular basis. Any additional data collection strategies will be developed in consultation with COUNTY and collected by CONTRACTOR researchers.

B. Data Entry, Analysis, and Reporting

CONTRACTOR will receive data from COUNTY at regular intervals. CONTRACTOR will use data to determine if the criminal justice system is effectively responding to offenders. COUNTY will continuously work with CONTRACTOR to improve procedures to obtain data for this project. CONTRACTOR will clean and analyze the data collected.

C. Meetings

CONTRACTOR evaluation staff will attend regular meetings with COUNTY in order to assess progress and problem solve. The evaluators will use this opportunity to provide feedback to stakeholders

and suggest changes to program implementation or evaluation.

D. Evaluation Report

CONTRACTOR will analyze all data for a final report to be provided to COUNTY no later than June 30, 2016. The report will include the impact of treatments (considering dosage) on offender outcomes (i.e., probation completion and recidivism in terms of new convictions) controlling for background and criminal history factors. Furthermore, the report will address the prior year's findings and recommendations for future directions.

EXHIBIT B

PAYMENT ARRANGEMENTS

Periodic Compensation (with attached Schedule of Fees)

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$ 124,293.
- B. 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 as determined by COUNTY. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in Attachment B1 (Schedule of Fees). Invoices submitted for payment that are based upon Attachment B1 must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in EXHIBIT A.
- C. Monthly, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory and within the cost basis of Attachment B1 shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- D. 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.
- E. CONTRACTOR MONTHLY INVOICING REQUIREMENTS

- 1. Invoice Format

Monthly invoices shall be in a COUNTY pre-approved format. The invoice shall list costs by staff position (including total hours by position) and operating expense and equipment costs consistent with the line items on the attached ATTACHMENT B-1. All costs claimed by CONTRACTOR for reimbursement by COUNTY shall be identified in the specific format required by COUNTY.

- 2. Invoice Linkage to ATTACHMENT B-1 Budget Positions

Any invoiced costs for staff positions or equipment costs not listed in ATTACHMENT B-1 of this Agreement will not be reimbursed by the COUNTY unless approved in advance by the COUNTY.

- 3. Invoice Timely Submission

CONTRACTOR shall submit monthly invoices by the tenth of each subsequent month to the COUNTY DESIGNATED REPRESENTATIVE (i.e. representative listed in paragraph 2, Notices, of the main body of this Agreement).

- 4. Invoice Signature

Invoices shall be signed and dated by an authorized CONTRACTOR's Designated Representative, as well as, identifying the name and title of the CONTRACTOR's Designated Representative preparing the invoice.

5. Copies of Payroll Ledgers and Timecards

Copies of payroll ledgers and timecards for the invoice service period for each CONTRACTOR's Designated Representative directly claimed on the invoice shall be attached to the invoice. CONTRACTOR will be notified if any invoice is missing copies of required payroll ledgers and timecards. **IMPORTANT: Monthly invoices will not be considered valid until copies of all required payroll ledgers and timecards are received by the COUNTY.**

6. Administrative/Overhead Costs

Allocated Administrative/Overhead costs shall not be reimbursable and shall not be claimed unless such costs are identified and budgeted in ATTACHMENT B-1 of this Agreement.

7. Administrative/Overhead Documentation

Annually, COUNTY may require the CONTRACTOR to submit written documentation to support the calculation of the set percentage and basis used to allocate administrative/overhead costs for the fiscal year in question, as well as, identifying all administrative/overhead costs by line item and by staff position for salaries.

8. Board of Directors List

To the first monthly invoice submitted under this Agreement, the CONTRACTOR shall attach a list of the CONTRACTOR's Board of Directors including addresses, phone numbers and titles of officers who are members of the Board. **IMPORTANT: No invoice shall be considered valid until a copy of this list of the Board of Directors is received by the COUNTY.**

F. OTHER FINANCIAL REQUIREMENTS:

1. CPA Prepared Financial Audit Report

CONTRACTOR shall provide a copy of the most recent CONTRACTOR financial report and related management letter (prepared by a Certified Public Accountant) to the County along with the first monthly invoice under this Agreement and annually thereafter with the same calendar month invoice if this Agreement covers multiple years. The submission of the aforementioned audit report and management letter shall be a condition precedent for payment for each year covered by this Agreement.

2. Delivery of Service Commitment

CONTRACTOR is expected to deliver the level of services (by fiscal year) as specified on the attached ATTACHMENT B-1. CONTRACTOR understands and acknowledges that the failure to timely expend funds for any given fiscal year of this Agreement may jeopardize the ability to meet performance measures or legal requirements and may raise questions about the need for services and viability of providing funds for these services.

3. Fiscal Records

Maintain adequate fiscal and project books, records, documents, and other evidence pertinent to the CONTRACTOR's performance of the Agreement in accordance with generally accepted accounting

**ATTACHMENT B-1
SCHEDULE OF FEES**

DATE: 04/07/15

TITLE: Recidivism 15-16

BUDGET
YEAR 1

UNIVERSITY OF CALIFORNIA
GEVIRTZ GRADUATE SCHOOL OF EDUCATION
SANTA BARBARA, CA 93106-9490

BEGINNING: 7/1/2015 AGENCY: SB County Probation
ENDING: 6/30/2016 PI: Sharkey

SALARIES		UNIVERSITY	# OF	%	BASE	TOTAL
S/S	NAME	BANK	MONTH	TIME	RATE	COST
A.	Sharkey, J.	LPSOE	1	1	10811	10811
B.	Cosden, M.	Research Prof	4	0.1	12576	5030
C.	TBD	GSR II	3	0.25	3151	2363 SU
		-	9	0.25	3214	7232 FWSP
D.	TBD	Asst Proj Sci	9	0.25	4425	9956
SUB-TOTAL: SALARIES						35392

BENEFITS		UNIVERSITY	%	TOTAL
NAME	BANK	PROJ TITLE	BENEFITS	COST
A.	Sharkey, J.	LPSOE	PI	10811 0.128 1384
B.	Cosden, M.	Research Prof	Co-PI	5030 0.128 644
C.	TBD	GSR II	GSR	2363 0.031 73
		-	*	7232 0.01 72
D.	TBD	Asst Proj Sci	Asst Proj Sci	9956 0.505 5028
TUITION/FEES:		1 GSR FFR @ \$4590/qtr (split 50/50)		6885
HEALTH INSURANCE:		1 GSR GSHIP @ \$924/qtr (split 50/50)		1386
SUB-TOTAL: BENEFITS*				15472

SUB-TOTAL: SUPPLIES & OTHER - SUB 3 0

TRAVEL - SUB 5		TOTAL
		COST
5.1	Local Mileage (1000 miles x .575/mile)	575
SUB-TOTAL: TRAVEL - SUB 5		575

SUB-TOTAL: PARTICIPANT SUPPORT - SUB 7 0

TOTAL DIRECT COSTS	51439
LESS: TUITION/FEES:	(6885)
HEALTH INSURANCE:	(1386)
MODIFIED TOTAL DIRECT COSTS	43168
IDC: 9.4% of MTDC	4058
TOTAL RESEARCH PROJECT COSTS:	55497

* Includes increases for UC retirement contributions
IDC 9.4% This is the DHHS negotiated IDC rate for off-campus 'other sponsored activities' for the period between 7/1/2012-6/30/2015
The rate thereafter is provisional.

TOTAL CONTRACT AMOUNT: \$124,293

EXHIBIT C

INDEMNIFICATION AND INSURANCE PROVISIONS between the Regents of the University of California and the County of Santa Barbara

A. INDEMNIFICATION BY REGENTS OF THE UNIVERSITY OF CALIFORNIA

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

B. INDEMNIFICATION BY COUNTY OF SANTA BARBARA

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

C. NO AGENCY

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

D. NOTIFICATION

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

E. CONTINUING OBLIGATION

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

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

F. INSURANCE

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

Board Contract Summary

BC 16 _096

For use with Expenditure Contracts submitted to the Board for approval. Complete information below, print, obtain signature of authorized departmental representative, and submit this form, along with attachments, to the appropriate departments for signature. See also: Auditor-Controller Intranet Policies->Contracts.

D1.	Fiscal Year	2015-2016
D2.	Department Name	Probation
D3.	Contact Person	Tanja Heitman
D4.	Telephone	(805) 739-8537

K1.	Contract Type (check one):	<input checked="" type="checkbox"/> Personal Service	<input type="checkbox"/> Capital
K2.	Brief Summary of Contract Description/Purpose		
K3.	Department Project Number		
K4.	Original Contract Amount	\$	124,293
K5.	Contract Begin Date		07/01/2015
K6.	Original Contract End Date		06/30/2016
K7.	Amendment? (Yes or No)		No
K8.	- New Contract End Date		
K9.	- Total Number of Amendments		
K10.	- This Amendment Amount	\$	
K11.	- Total Previous Amendment Amounts	\$	
K12.	- Revised Total Contract Amount	\$	

B1.	Intended Board Agenda Date	
B2.	Number of Workers Displaced (if any)	
B3.	Number of Competitive Bids (if any)	
B4.	Lowest Bid Amount (if bid)	
B5.	If Board waived bids, show Agenda Date	
	and Agenda Item Number	
B6.	Boilerplate Contract Text Changed? (If Yes, cite Paragraph)	

F1.	Fund Number	0001
F2.	Department Number	022
F3.	Line Item Account Number	7460
F4.	Project Number (if applicable)	
F5.	Program Number (if applicable)	4099
F6.	Org Unit Number (if applicable)	4410 / 4430
F7.	Payment Terms	Net 30

V1.	Auditor-Controller Vendor Number	660745
V2.	Payee/Contractor Name	Regents Of The University Of California
V3.	Mailing Address	Cashier's Office SAASB Building, Room
V4.	City State (two-letter) Zip (include +4 if known)	Santa Barbara, CA 93106-2003
V5.	Telephone Number	(805) 893-8503
V6.	Vendor Contact Person	Melissa Waver, Sr. Sponsored Project
V7.	Workers Comp Insurance Expiration Date	Self-Insured
V8.	Liability Insurance Expiration Date	Self-Insured
V9.	Professional License Number	16
V10.	Verified by (print name of county staff)	096

V11 Company Type (Check one): Individual Sole Proprietorship Partnership Corporation

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

Date: 7-2-15 Authorized Signature: 