

**Attachment: A**

**UCSB FY 2018-2019**

**Agreement**

# Board Contract Summary

BC \_\_\_\_\_

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 .....	2018-2019
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.....	AB109/SB678 evaluations and reports.
K3.	Department Project Number.....	
K4.	Original Contract Amount.....	\$ 97,743
K5.	Contract Begin Date .....	08/01/2018
K6.	Original Contract End Date .....	07/31/2019
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 4
V4.	City State (two-letter) Zip (include +4 if known).....	Santa Barbara, CA 93106-2003
V5.	Telephone Number .....	(805) 893-4034
V6.	Vendor Contact Person.....	Jenny Martinez
V7.	Workers Comp Insurance Expiration Date .....	Self-Insured
V8.	Liability Insurance Expiration Date .....	Self-Insured
V9.	Professional License Number .....	
V10.	Verified by (print name of county staff).....	

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: 4/30/18 Authorized Signature: 

## AGREEMENT FOR RESEARCH SERVICES OF INDEPENDENT CONTRACTOR UC SANTA BARBARA

**THIS AGREEMENT** (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and the Regents of the University of California on behalf of its Santa Barbara Campus 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 research services specified herein.

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

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

### 1. DESIGNATED REPRESENTATIVE

Kimberly Shean, Deputy Chief Probation Officer, at phone number 805-882-3675 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Jenny Martinez, Sponsored Projects Officer at phone number 805-893-4034 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: Santa Barbara County Probation Department  
117 E. Carrillo St.  
Santa Barbara, CA 93101-2061  
Attention: Kimberly Shean, Deputy Chief Probation Officer

To CONTRACTOR: Regents of the University of California  
3227 Cheadle Hall  
Santa Barbara, CA 93106-2050  
Attention: Jenny Martinez, 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 RESEARCH SERVICES

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

#### 4. TERM

CONTRACTOR shall commence performance on August 1, 2018, and end performance upon completion, but no later than July 31, 2019, unless otherwise directed by COUNTY or unless earlier terminated.

#### 5. COMPENSATION OF CONTRACTOR

In full consideration for CONTRACTOR's research 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 venture, 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 research services required under this Agreement. Accordingly, CONTRACTOR shall perform all such research services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. At COUNTY'S request and to the extent that such changes do not constitute new or additional efforts beyond what is contemplated in EXHIBIT A, CONTRACTOR shall correct or revise any errors or omissions 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

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

#### 11. OWNERSHIP OF DOCUMENTS

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

The following certification must be included within any technical report and/or information specified by Exhibit A to be delivered hereunder; "I, [author's full name], hereby certify that to the best of my knowledge as of [month/day/year] this document does not infringe on the intellectual property rights of any third party."

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

#### 12. NO PUBLICITY OR ENDORSEMENT

Neither party shall use the name or logo or any variation of such name or logo of the other party in any publicity, advertising or promotional materials, or in any manner that would give the appearance that one party is endorsing the other. Neither party shall in any way contract on behalf of or in the name of the other.

#### 13. COUNTY PROPERTY AND INFORMATION

All of COUNTY's property, documents, and information provided to CONTRACTOR for CONTRACTOR's use in connection with the research 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 research services. CONTRACTOR shall not disseminate any COUNTY owned 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. CONTRACTOR will participate in external COUNTY audits as requested by 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**

CONTRACTOR agrees to comply with all state and federal laws and University of California policies relating to equal employment rights. COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance. Required compliance with this Ordinance is limited to the performance of this agreement at the University of California, Santa Barbara (UC Santa Barbara), and does not extend to any other University of California locations, campuses, or entities.

**17. NONEXCLUSIVE AGREEMENT**

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

**18. NON-ASSIGNMENT**

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

**19. TERMINATION**

- A. Either party may, by written notice, terminate this Agreement for convenience, for nonappropriation of funds, or because of the failure of the other party to fulfill the obligations herein.
1. **For Convenience.** Either party may terminate this Agreement in whole or in part upon sixty (60) days written notice. During the sixty (60) day period, CONTRACTOR shall wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services. COUNTY shall reimburse CONTRACTOR for all allowable expenditures and uncancellable obligations incurred up through the date of termination. If funds paid by COUNTY to CONTRACTOR exceed this amount, then the difference shall be returned to COUNTY. 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.
  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 either party default in the performance of this Agreement or materially breach any of its provisions, the other party may terminate or suspend this Agreement in whole or in part by written notice.

**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 local, State and Federal laws and statutes now in force or which may hereafter be in force with regard to this Agreement.

**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.

**33. ENTIRE AGREEMENT**

This Agreement, and Exhibits A through C, constitute the entire agreement and understanding between the parties and supersedes all previous agreements and understandings on the subject matter of this Agreement, if any.

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

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

ATTEST:

Mona Miyasato  
County Executive Officer  
Clerk of the Board

COUNTY OF SANTA BARBARA:

Das Williams  
Board of Supervisors

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Chair, Board of Supervisors

Date: \_\_\_\_\_

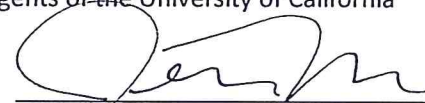
RECOMMENDED FOR APPROVAL:

Tanja Heitman, Chief  
Santa Barbara County Probation

CONTRACTOR:

Jenny Martinez  
Sponsored Projects Officer  
The Regents of the University of California

By:  \_\_\_\_\_  
Department Head

By:  \_\_\_\_\_ 4/27/2018  
Authorized Representative

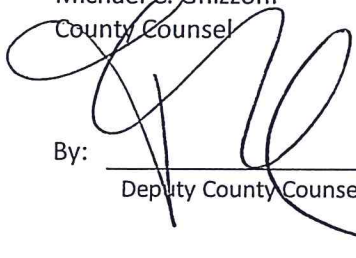
Name: Jenny Martinez

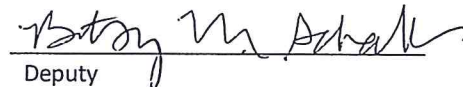
APPROVED AS TO FORM:

Michael C. Ghizzoni  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

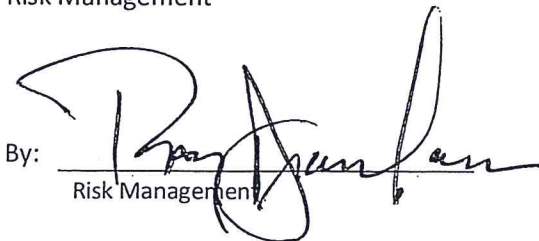
Theodore A. Fallati, CPA  
Auditor-Controller

By:  \_\_\_\_\_  
Deputy County Counsel

By:  \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

Risk Management

By:  \_\_\_\_\_  
Risk Management

## EXHIBIT A

### STATEMENT OF WORK

#### Santa Barbara Treatment Court Process Evaluation (AB109)

##### A. Treatment Court Process Evaluation

CONTRACTOR will design and implement the collaborative court process evaluation of the Santa Barbara Substance Abuse Treatment Court (SATC). CONTRACTOR will provide a debriefing to the team of the recommendations after each report is released, provide a 6-month follow-up meeting to discuss progress on the recommendations, and provide consultation on any recommendation that has proven difficult to implement.

##### B. Training and Data Collection

CONTRACTOR will coordinate and manage all data collection activities. The CONTRACTOR will analyze the data management process and the data itself in order to provide continuous development and updating of a comprehensive evaluation and implementation plan. This process 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 are downloaded from COUNTY on a regular basis. CONTRACTOR will provide reports to COUNTY after engaging in a collaborative process to develop and implement the research required for this project.

All CONTRACTOR team members will be trained through the Institutional Review Board (IRB) Human Subjects Training Module due to aspects of the project that involve research with human subjects. The evaluation plan will be updated with the UCSB IRB for approval annually and when changes are made based on regular innovations in the evaluation strategies. 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 design, attend, and conduct observations of collaborative court staffings to collect process data, will design and implement interviews with members of the collaborative court team to obtain their perceptions of the program and their activities as part of that team.

##### C. Data Entry and Analysis

CONTRACTOR will design and receive datasets from COUNTY at regular intervals to determine if the criminal justice system is effectively responding to offenders. CONTRACTOR will use a data-tracking sheet outlining the specific data being collected. COUNTY will continuously work with Agencies to improve procedures the CONTRACTOR designs to obtain data for this project. CONTRACTOR will develop and implement strategies to clean and analyze the data collected. CONTRACTOR will provide a report of its analysis in a format designed by mutual agreement between COUNTY and CONTRACTOR.

##### D. 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.

#### **E. Reporting**

CONTRACTOR will provide COUNTY with reports of each component of the evaluation as soon as it is available. Specifically, reports will be prepared for:

1. The SATC process evaluation will be provided to COUNTY in final format by March 31, 2019.

### **Evaluation of the California Community Corrections Performance Incentives Act of 2009 (SB678)**

#### **A. 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 design, coordinate, and manage the 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. CONTRACTOR will coordinate and manage all data collection activities. Work will include development of the full evaluation plan, which will include a predetermined schedule of data delivery, cleaning, and reporting. The plan will also include evaluating the impact of treatments on offender outcomes (i.e., probation completion and recidivism in terms of new convictions) controlling for background and criminal history factors.

#### **B. Training and Data Collection**

All CONTRACTOR team members will be trained through the Institutional Review Board (IRB) Human Subjects Training Module due to aspects of the project that involve research with human subjects. The evaluation plan will be updated with the UCSB IRB for approval annually and when changes are made based on regular innovations in the evaluation strategies. 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 by CONTRACTOR in consultation with COUNTY and implemented by CONTRACTOR researchers.

#### **D. Data Entry, Analysis, and Reporting**

CONTRACTOR will receive data from COUNTY at regular intervals. Based on CONTRACTOR recommendations for innovations in data collection, COUNTY will continuously work with CONTRACTOR to improve procedures to obtain data for this project. CONTRACTOR will develop and implement data collection, cleaning, and analysis procedures.

#### **E. Meetings**

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

#### **D. Reporting**

CONTRACTOR will provide COUNTY with reports of each component of the evaluation as soon as it is available. Specifically, reports will be prepared for:

1. The California Community Corrections Performance Incentives Act of 2009 (SB678) evaluation will be provided in a final format no later than July 31, 2019.

## EXHIBIT B

### PAYMENT ARRANGEMENTS WITH UC SANTA BARBARA Periodic Compensation (with attached Schedule of Fees)

- A. For CONTRACTOR research services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$97,743.
- B. Payment for research services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance of the scope and methodology contained in EXHIBIT A. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and rates for personnel, as defined in ATTACHMENT B-1 (Schedule of Fees). Invoices submitted for payment that are based upon ATTACHMENT B-1 must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in EXHIBIT A.
- C. Not more than 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 research service performed and if found to be satisfactory performance of the scope of work in EXHIBIT A and within the cost basis of ATTACHMENT B-1 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, in accordance with Article 7 of the AGREEMENT FOR RESEARCH SERVICES OF INDEPENDENT CONTRACTOR UC SANTA BARBARA, or billings or seek any other legal remedy.
- E. CONTRACTOR MONTHLY INVOICING REQUIREMENTS
  1. Invoice Format

Invoices shall be prepared on UC Santa Barbara's standard invoice template found in EXHIBIT D, which has been pre-approved by the COUNTY. The invoice shall list costs by staff position (including quantified level of effort) and operating expense and equipment costs consistent with the line items on the attached ATTACHMENT B-1.
  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 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.

4. Copies of Payroll Ledgers

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

5. 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.

6. 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.

F. OTHER FINANCIAL REQUIREMENTS:

1. Delivery of Service Commitment

CONTRACTOR is expected to deliver the level of research 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.

2. 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 principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from support documentation to the accounting record to the financial reports and billings. CONTRACTOR shall keep such records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and as required by law and shall maintain such records for the greater of four (4) years following the termination of this Agreement or as otherwise stated by law and shall be subject to examination and audit by authorized State or COUNTY representatives at any time during CONTRACTOR's regular business hours upon reasonable notice.

3. Inspection of Records

Make sure books, records, documents and other evidence is available to the COUNTY, or its Designated Representative, during the term of the Agreement or final audit, and for four (4) years after the termination of this Agreement or as otherwise required by law, whichever is later, and provide suitable facilities for access, monitoring, inspection, and copying thereof.

4. Access to Staff and Facilities

Permit the COUNTY, or its Designated Representative, to have access to CONTRACTOR's staff and facilities wherever CONTRACTOR has been or is performing this Agreement and shall provide proper facilities for access, monitoring and inspection.

**ATTACHMENT B-1  
SCHEDULE OF FEES**

**Treatment Court Process Evaluation (AB109)**

BEGINNING:	8/1/2018	AGENCY:	County of Santa Barbara
ENDING:	7/31/2019	PI:	Jill Sharkey

<u>Expense Categories</u>	<u>Requested Amount</u>
A. Salaries & Benefits	\$32,320
B. Supplies & Expenses	\$300
C. Equipment & Facilities	\$0
D. Domestic Travel	\$500
E. Foreign Travel	\$0
F. Overhead/IDC (15%)	\$4,848
<b>TOTAL:</b>	<b>\$37,968</b>

**\*\* Indirect Cost Rate based on SB County Probation Vendor Contract Policy of 15% of Direct Salaries & Benefits (Personnel)**

**Engagement Study and the Evaluation of the California Community Corrections Performance Incentives Act of 2009 (SB678)**

BEGINNING:	8/1/2018	AGENCY:	County of Santa Barbara
ENDING:	7/31/2019	PI:	Jill Sharkey

<u>Expense Categories</u>	<u>Requested Amount</u>
A. Salaries & Benefits	\$49,804
B. Supplies & Expenses	\$2,500
C. Equipment & Facilities	\$0
D. Domestic Travel	\$0
E. Foreign Travel	\$0
F. Overhead/IDC (15%)	\$7,471
<b>TOTAL:</b>	<b>\$59,775</b>

**\*\* Indirect Cost Rate based on SB County Probation Vendor Contract Policy of 15% of Direct Salaries & Benefits (Personnel)**

**TOTAL CONTRACT: \$97,743**



## EXHIBIT C

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

#### A. INDEMNIFICATION

REGENTS OF THE UNIVERSITY OF CALIFORNIA shall defend, indemnify, and hold COUNTY OF SANTA BARBARA, its officers, officials, employees, volunteers, or agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of REGENTS OF THE UNIVERSITY OF CALIFORNIA, its officers, officials, employees, volunteers, or agents.

COUNTY OF SANTA BARBARA shall defend, indemnify, and hold REGENTS OF THE UNIVERSITY OF CALIFORNIA, its officers, officials, employees, volunteers, or agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of COUNTY OF SANTA BARBARA, its officers, officials, employees, volunteers or agents.

#### B. NO AGENCY

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

#### C. NOTIFICATION

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

#### D. CONTINUING OBLIGATION

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

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

#### E. INSURANCE

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

For answers to questions:

County employees, please call Ray Aromatorio, County Risk Manager – (805) 884-6865

University employees, please call Lee Mudrick, UCSB Risk Management Administrator – (805) 893-2860

*Indemnification and Insurance Provisions for all Agreements between County and UCSB - Revised 2018 02 16*

EXHIBIT D

UC SANTA BARBARA PRE-APPROVED INVOICE TEMPLATE

UNIVERSITY OF CALIFORNIA, SANTA BARBARA  
BUSINESS & FINANCIAL SERVICES

SANTA BARBARA, CALIFORNIA 93106-2040

Agency  
Address

DATE: June 7, 2016  
UCSB REF. NO.: 8- -FUND#  
TOTAL AWARD: AMT  
INVOICE NO: 01

Agency, Award#, PI, End Date MM/YYYY

<u>DATES OF SERVICE</u>	<u>DESCRIPTION</u>	<u>CUMULATIVE</u>	<u>CURRENT</u>
to	Salaries & Wages	0.00	0.00
TO	Employee Benefits	0.00	0.00
from	Supplies & Expense	0.00	0.00
	Equipment and Facilities	0.00	0.00
	Domestic Travel	0.00	0.00
	Foreign Travel	0.00	0.00
	Overhead      Rate %    MTDC	<u>0.00</u>	<u>0.00</u>
<p>\$0.00 of current benefits figure is excluded of overhead charge (Grad Student Health and Tuition).</p>			
<u>TOTAL AMOUNT DUE</u>			<u>\$0.00</u>

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Check to be made payable to:

\_\_\_\_\_  
Tyler Clark  
Manager, Extramural Funds Accounting

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA  
CASHIER'S OFFICE  
SAASB BUILDING, ROOM 1212  
SANTA BARBARA, CALIFORNIA 93106-2003  
REF: 8FUND#

*Refer questions to: Eleanor Elliott at [eleanor.elliott@bfs.ucsb.edu](mailto:eleanor.elliott@bfs.ucsb.edu)  
mailing instructions*

## Contract Risk Assessment Worksheet

Contractor Name: Regents of the University of California (UCSB)

Vendor Number: 660745

Board Contract No.:

Contract Start Date: 8/1/2018

Contracted Service: Program and process evaluations.

Contract End Date: 7/31/2019

Department: Probation

Grant/Contract Manager: Tanja Heitman

Date: 5/1/2018

Risk Factors	Weight	Low (1)	Medium (3)	High (5)	Comments
1. Contract Size	2	<input checked="" type="radio"/> Small (less than \$100K)	<input type="radio"/> Medium (\$100K - \$500K)	<input type="radio"/> Large (over \$500K)	
2. Performance Period	1	<input checked="" type="radio"/> Less than 2 years	<input type="radio"/> 2 - 5 Years	<input type="radio"/> More than 5 years	
3. Contract Type	2	<input checked="" type="radio"/> Performance Based	<input type="radio"/> Fixed Price	<input type="radio"/> Cost Reimbursable	
4. Complexity of Contract Requirements	3	<input checked="" type="radio"/> Low Complexity	<input type="radio"/> Moderate Complexity	<input type="radio"/> High Complexity	
5. Contract Award	1	<input checked="" type="radio"/> Full and open competition with a large # of bidders or simplified acquisition	<input type="radio"/> Competitive acquisition with limited # of bidders	<input type="radio"/> Sole source	
6. Contractor	2	<input checked="" type="radio"/> Agency has significant experience with contractor and no significant issues	<input type="radio"/> Agency has experience with contractor, only minor issues, or new contractor	<input type="radio"/> Known issues with contractor, such as defaults; suspensions or debarments; past performance issues; significant audit findings on previous contracts; or past or ongoing investigations or lawsuits	
7. Contract Subject	2	<input checked="" type="radio"/> Not mission critical or not highly visible, sensitive, or potentially controversial	<input type="radio"/> Contract is moderately visible, sensitive, or controversial	<input type="radio"/> Contract is mission critical or is highly visible, sensitive, or potentially controversial	
8. Subcontractors	1	<input checked="" type="radio"/> Percent of work subcontracted is less than 25%	<input type="radio"/> Percent of work subcontracted is between 25% and 50%.	<input type="radio"/> Percent of work subcontracted is more than 50%	
9. Contracting Manager and/or County Department	2	<input checked="" type="radio"/> Previous audits or program reviews noted no significant deficiencies with the contract manager and/or department	<input type="radio"/> Previous audits or program reviews noted moderate deficiencies with the contract manager and/or department	<input type="radio"/> Previous audits or program reviews noted significant deficiencies with the contract manager and/or department	
10. Fiscal Responsibility of Contractor	5	<input checked="" type="radio"/> Contractor has submitted AUDITED financial statements and tax returns	<input type="radio"/> Contractor has provided current financial statements and/or tax returns	<input type="radio"/> Contractor is unable to provide current financial statements and/or tax returns	
11. Federal/State or Other Program or Funding Requirements	5	<input type="radio"/> Program not funded by Federal/State (0%). No Federal/State funding & program requirements exist.	<input type="radio"/> Program partially funded by Federal/State (less than 50%). Federal/State funding & program requirements exist.	<input checked="" type="radio"/> Program mostly funded by Federal/State (50% or more) Federal/State funding & program requirements exist.	
12. Availability of Progress Reports	2	<input checked="" type="radio"/> Contractor is able to perform good and system-generated performance reports.	<input type="radio"/> Contractor is able to perform adequate or manually-generated performance reports.	<input type="radio"/> Performance is difficult to measure; or contractor is unable to perform adequate performance reports.	
13. Contract Modifications	1	<input checked="" type="radio"/> No modifications or modifications had little impact on cost and/or period of performance	<input type="radio"/> Modifications moderately increased cost and/or period of performance	<input type="radio"/> Modifications significantly increased cost and/or period of performance	
14. Program Longevity	2	<input checked="" type="radio"/> Existing with no changes within past year	<input type="radio"/> Existing with minimal changes within past year	<input type="radio"/> New or existing with significant changes	
15. Access to Personally Identifiable, Proprietary and/or Classified Information	2	<input checked="" type="radio"/> No requirement to access	<input type="radio"/> Limited requirement to access	<input type="radio"/> Requirement to access	
16. Other Risk Factor	0	<input checked="" type="radio"/> Other- Low Risk	<input type="radio"/> Other- Medium Risk	<input type="radio"/> Other- High Risk	
	33	33-48 = Low Risk	49-79 = Medium Risk	80-165 = High Risk	

Contract Risk =

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