



BOARD OF SUPERVISORS  
AGENDA LETTER

Agenda Number:

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

2017 APR -7 PM 2:54

COUNTY OF SANTA BARBARA  
CLERK OF THE  
BOARD OF SUPERVISORS

Department Name: Probation  
Department No.: 022  
For Agenda Of: May 2, 2017  
Placement: Administrative  
Estimated Time: n/a  
Continued Item: No  
If Yes, date from: n/a  
Vote Required: Majority

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**TO:** Board of Supervisors

**FROM:** Department Director(s) *Beverly Taylor*  
Beverly A. Taylor, Acting Chief Probation Officer, 882-3652  
Contact Info: Brian Swanson, Probation Manager, 739-8606

**SUBJECT:** Contract with the University of California, Santa Barbara, for research, and data collection and analysis services under the Racial and Ethnic Disparities (R.E.D.) Grant.

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**County Counsel Concurrence**

As to form: Yes

**Other Concurrence:**

As to form: n/a

**Recommended Actions:**

That the Board of Supervisors:

**Auditor-Controller Concurrence**

As to form: Yes

- A. Approve and authorize the Chair to execute the attached Agreement for Services of Independent Contractor with University of California, Santa Barbara (UCSB) to provide research, data collection, and analysis services for the Federal Fiscal Year (FFY) 2016-17, with a total contract amount not to exceed \$50,000 (the "Agreement") (Attachment A); and
- B. Determine that the approval of the Agreement is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3), finding that this activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment, and where it can be seen with certainty that there is no possibility that this activity may have a significant effect on the environment, the activity is not subject to CEQA, and direct staff to file a Notice of Exemption (Attachment B).

**Summary Text:**

The services covered under this agreement constitute the third phase of an ongoing initiative with UCSB that seeks to identify and reduce or eliminate racial and ethnic disparities in the practices and processes of local youth serving agencies. The initiative seeks ultimately to reduce youth entry into and reliance on the juvenile justice system by examining these cross-disciplinary systems. This agreement covers services that will be performed in two parts and which will focus on the Department of Social Services and the Department of Behavioral Wellness.

**Background:**

The current contract concerns the third phase of an ongoing project with UCSB to address R.E.D in the County’s children-serving systems. For the R.E.D. project, UCSB has produced four comprehensive reports concerning R.E.D. in the Santa Barbara Unified School District, Lompoc Unified School District, Santa Maria Joint Union High School District, and Santa Barbara County Department of Behavioral Wellness. Their findings, combined with R.E.D. grant priorities, guide the proposed scope of work for this third year of the R.E.D. grant. Researchers at UCSB’s Gevirtz Graduate School of Education have been working with the Probation Department for more than two decades to independently evaluate and improve probation practices. This includes the development and re-validation of the juvenile offender risk assessment instrument currently in use, evaluation of the juvenile justice system’s gender-responsive services and approaches to females on probation, identification and evaluation of racial and ethnic disparities in the juvenile justice system, and development of programming for youth who are survivors of sexual exploitation. The current contract continues the work performed in the last two calendar years by the initiative created by UCSB, Probation, the W. Haywood Burns Institute, and the Department of Behavioral Wellness to address disparities and improve practices for all youth who come into contact with county-serving agencies.

**Performance Measure:**

- A. Identify racial and ethnic disparities that may exist in the practices and processes of the Department of Behavioral Wellness by conducting focus groups, surveys, and/or interviews of youth, family members of youth, providers, and stakeholders.
- B. Obtain, organize, analyze, and report five years of historical data provided by the Department of Social Services to examine disparities in the identification and treatment of youth in the child welfare system.

**Fiscal and Facilities Impacts:**

Budgeted: Yes

**Fiscal Analysis:**

<u>Funding Sources</u>	<u>Current FY Cost:</u>	<u>Annualized On-going Cost:</u>	<u>Total One-Time Project Cost</u>
General Fund			
State			
Federal		50,000.00	
Fees			
Other:			
Total	\$ -	\$ 50,000.00	\$ -

Narrative:

The Agreement is fully funded by R.E.D grant revenue previously awarded to the Probation Department through the California Board of State and Community Corrections by the Federal Office of Juvenile Justice and Delinquency Prevention.

**Key Contract Risks:**

The risk analysis has been completed and no key contract risks have been identified.

**Staffing Impacts:**

<b><u>Legal Positions:</u></b>	<b><u>FTEs:</u></b>
0	0

**Special Instructions:**

Please send one (1) fully executed original of the contract and one (1) Minute Order to: Michael Cameron, Probation Department, 117 E. Carrillo Street, Santa Barbara, 93101.

Return one certified copy of the fully executed contract to the Auditor-Controller's Office.

**Attachments:**

Attachment A: UCSB Agreement for Services of Independent Contractor (two (2) originals).

Attachment B: CEQA NOE

**Authored by:** Brian Swanson

**CC:**

University of California, Santa Barbara  
Department of Social Services  
Department of Behavioral Wellness

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## 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

Brian Swanson, at phone number (805) 739-8606 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Jamie Sprague, Sponsored Projects Officer, at phone number (805) 893-8503 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: Brian Swanson, Probation Manager

To CONTRACTOR: Regents of the University of California  
3227 Cheadle Hall  
Santa Barbara, CA 93106-2050  
Attention: Jamie Sprague, 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 January 1, 2017 and end performance upon completion, but no later than September 30, 2017 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 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 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 not 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. PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL FUNDS FOR LOBBYING**

- A. CONTRACTOR, by signing this Agreement, hereby certifies to the best of his/her knowledge and belief that:
1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of CONTRACTOR to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
  2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of



Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONTRACTOR shall complete and submit California State Standard Form-LLL, "Disclosure Form to Report Lobbying," to the COUNTY and in accordance with the instructions found therein.

- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- C. CONTRACTOR also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

**34. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

CONTRACTOR shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and pursuant to the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). CONTRACTOR shall promptly disclose, in writing, to the COUNTY, to the Federal Awarding Agency, and to the Regional Office of the Environmental Protection Agency (PEA), whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the CONTRACTOR has credible evidence that CONTRACTOR itself, a principal, employee, agent, or subcontractor of the CONTRACT HAS COMMITTED A VIOLATION OF THE Clean Air Act (42 U.S.C. 7401-7671q.) or the Federal Water Pollution Control Act (33 U.S.C. 1251-1387).

**35. 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:**

Joan Hartmann  
Board of Supervisors

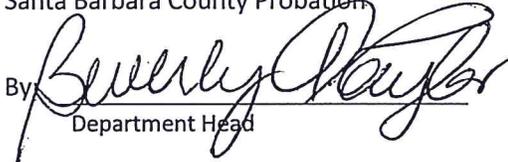
By: \_\_\_\_\_  
Deputy Clerk

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

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

**RECOMMENDED FOR APPROVAL:**

Beverly Taylor, Acting Chief Probation  
Officer  
Santa Barbara County Probation

By:   
Department Head

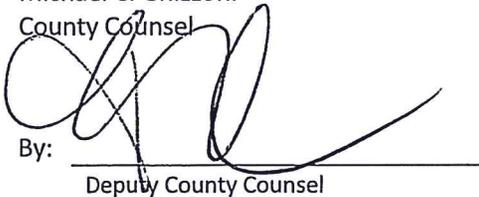
**CONTRACTOR:**

Jamie Sprague  
Sponsored Projects Officer  
The Regents of the University of California

By:  3/30/2017  
Authorized Representative

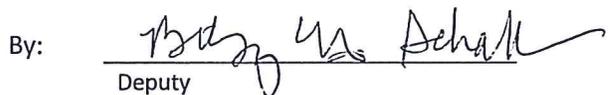
**APPROVED AS TO FORM:**

Michael C. Ghizzoni  
County Counsel

By:   
Deputy County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

Theodore A. Fallati, CPA  
Auditor-Controller

By:   
Deputy

**APPROVED AS TO FORM:**

Risk Management

By:   
Risk Management



## EXHIBIT A

### STATEMENT OF WORK

#### Racial and Ethnic Disparities Research and Data Collection

1. CONTRACTOR shall provide the following research services to COUNTY in support of existing and ongoing grant-related activities targeting racial and ethnic disparities (R.E.D.) in youth-serving systems and the practices of agencies within those systems. CONTRACTOR currently collaborates with a local grant-funded R.E.D. Committee that seeks to identify areas where disparities exist, understand their scope and impact, and develop methods for preventing them from recurring in future service delivery. CONTRACTOR seeks to collaborate with COUNTY mental health and COUNTY child welfare services to identify racial and ethnic disparities within and across their respective systems, and develop strategies to improve services to youth while eliminating these disparities. CONTRACTOR services described in this statement of work constitute Phase Three of a multi-phase process spanning several years. This statement of work does not address Phase One or Phase Two statements of work as provided in previous research contracts.
  - A. CONTRACTOR will follow-up on future directions identified through a past comprehensive analysis of data collected by Santa Barbara County Department of Behavioral Wellness to survey, conduct focus groups, and/or interview treatment providers, referring agencies, and youth consumers and their parents regarding their experiences with mental health treatment. The goal will be to isolate why identified disparities exist and how they can be addressed.
  - B. CONTRACTOR will work with COUNTY, specifically, the Department of Social Services to examine the past five years of data to uncover longitudinal trends in services focused on reducing racial and ethnic disparities that may exist within those services.
2. CONTRACTOR shall provide its research services to COUNTY in two separate parts as described in this section.
  - A. Part One: Data Analysis to identify racial and ethnic disparities in the Department of Behavioral Wellness.

CONTRACTOR shall consult with the Department of Behavioral Wellness and survey, conduct focus groups, and/or interview stakeholders, including treatment providers, referring agencies, and youth consumers and their parents regarding their experiences with mental health treatment by the Department of Behavioral Wellness. The purpose of doing so is to identify existing disparities, isolate the reasons they may exist, and create strategies for addressing them. CONTRACTOR's services described here follow and continue related Phase Two project targets previously completed.
  - B. Part Two: Data Analysis to identify racial and ethnic disparities in the Department of Social Services (DSS).

CONTRACTOR shall assume a lead role in obtaining, organizing, analyzing, and reporting data. COUNTY, through DSS, shall provide five years of historical data to CONTRACTOR in order to examine disparities in the identification and treatment of children in the child welfare system.



CONTRACTOR shall primarily employ logistic regression models in its statistical analysis for its versatility and may employ other models as it deems necessary and appropriate in analyzing statistical data.

3. CONTRACTOR shall provide its services to COUNTY as described in this section.

A. Steps for Part One (January 2017 and ending September, 2017).

Present results of year two data to Department of Behavioral Wellness and stakeholders.

Identify stakeholders; collect and analyze in-depth data (e.g., conduct surveys, focus groups, and/or interviews).

Work with the Department of Behavioral Wellness to identify solutions based on deeper data analysis; implement solutions; track data examining impact on R.E.D.

Examine data obtained to date; compile a report of findings.

B. Steps for Part Two (January 2017 and ending September, 2017).

Ascertain existing data opportunities; design methods to merge data; identify additional data needs.

Obtain and clean merged data; consult on execution of additional data collection.

Manage data and conduct data analyses.

Develop a report of findings.

4. Data Collection and Deliverables.

CONTRACTOR's Evaluation Team will work with COUNTY and others associated with disparity efforts to coordinate and manage data collection activities. There will be regular meetings between these partners in order to assess what is going well and to problem-solve matters of concern. CONTRACTOR's evaluators will provide feedback to stakeholders and suggest changes to program implementation or evaluation. At the end of the project, the evaluators will analyze all of the data and CONTRACTOR shall submit the final deliverable narrative report 90 days after contract end date.

5. Training.

CONTRACTOR staff shall be trained through the Institutional Review Board (IRB) Human Subjects Training Module, and the evaluation plan run through the UCSB IRB for approval. Principal Investigator will hold weekly supervision meetings with the UCBS project team to guide project tasks.



## 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 \$ 50,000.
- 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 Federal 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.

A handwritten signature or mark, possibly a stylized 'S' or 'D', located at the bottom right of the page.

**ATTACHMENT B-1  
SCHEDULE OF FEES**

Reducing Racial and Ethnic Disparities by Addressing Barriers to the School to College Pipeline - 2017

BEGIN DATE: 1/1/2017 AGENCY: County of Santa Barbara  
END DATE: 9/30/2017 PI: Jill Sharkey

<u>Expense Categories</u>	<u>Requested Amount</u>
A. Salaries & Wages	\$37,984
B. Employee Benefits	\$6,649
C. Supplies & Expenses	\$0
D. Equipment & Facilities	\$0
E. Domestic Travel	\$367
F. Foreign Travel	\$0
G. Overhead/IDC (10%)	\$5,000
<b>TOTAL:</b>	<b>\$50,000</b>

**\*\* Indirect Cost Rate based on BSCC RFP 10% TC**



## 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.

REGENTS OF THE UNIVERSITY OF CALIFORNIA 04/12/2004





# 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 .....	FFY2016-2017
D2.	Department Name .....	Probation
D3.	Contact Person .....	Brian Swanson
D4.	Telephone .....	(805) 739-8606

K1.	Contract Type (check one): <input checked="" type="checkbox"/> Personal Service <input type="checkbox"/> Capital	
K2.	Brief Summary of Contract Description/Purpose .....	Reducing Racial and Ethnic Disparities Grant evaluations and reports.
K3.	Department Project Number .....	
K4.	Original Contract Amount .....	\$ 50,000
K5.	Contract Begin Date .....	1/1/2017
K6.	Original Contract End Date .....	9/30/2017
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 .....	5/2/2017
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) .....	3099
F6.	Org Unit Number (if applicable) .....	3100 Proj REDG
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) 893-5089
V6.	Vendor Contact Person .....	Melissa Waver
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: 4/5/17 Authorized Signature: 

Attachment B

NOTICE OF EXEMPTION

TO: Santa Barbara County Clerk of the Board of Supervisors

FROM: Beverly Taylor, Acting Chief Probation Officer

The project or activity identified below is determined to be exempt from further environmental review requirements of the California Environmental Quality Act (CEQA) of 1970 as defined in the State and County guidelines for the implementation of CEQA.

APN(s): N/A Case No.: N/A

Location: Santa Barbara County

Project Title: FY 2016-2017 Agreements for Juvenile Probation Program Services

Project Description: The University of California, Santa Barbara (UCSB) will provide data collection and analysis, and conduct program research activities.

Exempt Status: (Check one)

- Ministerial
- Statutory
- Categorical Exemption
- Emergency Project
- Not a Project: Section 15061(b)(3)
- Other

Cite specific CEQA Guideline Section: Section 15061(b)(3); these activities are covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment, and where it can be seen with certainty that there is no possibility that these activities may have a significant effect on the environment, the activities are not subject to CEQA.

Reasons to support exemption findings: The Agreement with UCSB concerns programmatic review and analysis and is administrative in nature. As such, the associated activities will have no significant effect on the environment.

*Beverly P. Taylor*  
Department/Division Representative

Date

Acceptance Date (date of final action on project): \_\_\_\_\_

Date Filed by County Clerk: \_\_\_\_\_

Note: A copy of this form must be posted at Planning and Development six days prior to a decision on the project. Upon project approval, this form must be filed with the County Clerk of the Board and posted by the Clerk of the Board for a period of 30 days.

Distribution: (for posting six days prior to action, and posting original after approval)

Copies to: