

Ther Board Contract #: _____

**AGREEMENT FOR SERVICES OF
INDEPENDENT CONTRACTOR**

BETWEEN

COUNTY OF SANTA BARBARA

AND

PATH

FOR

MENTAL HEALTH SERVICES

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STANDARD TERMS **AND CONDITIONS**

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter County or Department) and PATH with an address at 340 North Madison Avenue, Los Angeles, California, 90004 (hereafter Contractor) wherein Contractor agrees to provide and County agrees to accept the services specified herein (hereafter Agreement).

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

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

1. DESIGNATED REPRESENTATIVE.

Director at phone number 805-681-5220 is the representative of County and will administer this Agreement for and on behalf of County. La Keishia Childers at phone number 323-644-2224 is the authorized representative for Contractor. Changes in designated representatives shall be made only after advance written notice to the other party.

2. NOTICES.

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

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

To Contractor: La Keishia Childers, Chief Compliance & Administrative Officer
PATH
340 North Madison Avenue
Los Angeles, CA 90004
Fax: 323-644-2288

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

3. SCOPE OF SERVICES.

Contractor agrees to provide services to County in accordance with EXHIBITS A(s) and E(s) attached hereto and incorporated herein by reference.

4. TERM.

Contractor shall commence performance on 07/01/2025 and end performance upon completion, but no later than 12/31/2025 unless otherwise directed by County or unless earlier terminated.

5. COMPENSATION OF CONTRACTOR.

In full consideration for Contractor's services, Contractor shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B(s) attached hereto and incorporated herein by reference.

6. INDEPENDENT CONTRACTOR.

It is mutually understood and agreed that Contractor (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent Contractor as to County and not as an officer, agent, servant, employee, joint venturer, partner, or associate of County. Furthermore, County shall have no right to control, supervise, or direct the manner or method by which Contractor shall perform its work and function. However, County shall retain the right to administer this Agreement so as to verify that Contractor is performing its obligations in accordance with the terms and conditions hereof. Contractor understands and acknowledges that it shall not be entitled to any of the benefits of a County employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, Contractor shall be solely responsible and save County harmless from all matters relating to payment of Contractor's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, Contractor may be providing services to others unrelated to the County or to this Agreement.

7. STANDARD OF PERFORMANCE.

Contractor represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, Contractor shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which Contractor is engaged. All products of whatsoever nature, which Contractor delivers to County pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in Contractor's profession. Contractor shall correct or revise any errors or omissions, at County's request without additional compensation. Permits and/or licenses shall be obtained and maintained by Contractor without additional compensation.

8. DEBARMENT AND SUSPENSION.

- A.** 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.
- B.** Contractor shall also comply with the debarment and suspension provisions set forth in EXHIBIT F Behavioral Health Bridge Housing Program Grant Funding Requirements to this Agreement.

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.

- A.** Contractor covenants that Contractor presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by Contractor. Contractor must promptly disclose to 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.
- B.** Contractor shall also comply with the conflict of interest provisions set forth in EXHIBIT A-1 Statement of Work: Transitional Housing Bed Services to this Agreement.

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY.

- A.** County shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. Contractor shall not release any of such items to other parties except after prior written approval of County.
- B.** Unless otherwise specified in Exhibit A(s), Contractor hereby assigns to County all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by Contractor pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). County shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. Contractor agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. Contractor warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. Contractor at its own expense shall defend, indemnify, and hold harmless County against any claim that any Copyrightable Works or Inventions or

other items provided by Contractor hereunder infringe upon intellectual or other proprietary rights of a third party, and Contractor shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by County in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

12. NO PUBLICITY OR ENDORSEMENT.

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

13. COUNTY PROPERTY AND INFORMATION.

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

14. RECORDS, AUDIT, AND REVIEW.

- A.** 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 expiration or termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. County shall have the right to audit and review all such documents and records at any time during Contractor's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), Contractor shall be subject to the examination and audit of the California State Auditor, at the request of County or as part of any audit of County, for a period of three (3) years after final payment under this Agreement. (Gov. Code, § 8546.7.)
- B.** Contractor shall also comply with the records, audit, and review provisions set forth in EXHIBIT F Behavioral Health Bridge Housing Program Grant Funding Requirements to this Agreement.
- C.** Contractor shall participate in any audit and review, whether by federal, state, or County governments, or their designees, at no charge to the auditing and reviewing entity. If federal, state, or County audit exceptions are made relating to this Agreement, Contractor shall reimburse the amount of the audit exceptions and all costs incurred by federal, state, and/or County governments associated with defending against the audit exceptions or performing any audits or follow-up audits including, but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments, and all other costs of whatever nature. Immediately upon notification from County, Contractor shall reimburse the amount of the audit exceptions and any other related costs directly to

County as specified by County in the notification. This Records, Audit, and Review provision shall survive expiration or termination of this Agreement.

15. INDEMNIFICATION AND INSURANCE.

Contractor agrees to and shall comply with the indemnification and insurance provisions as set forth in EXHIBIT C Indemnification and Insurance Requirements attached hereto and incorporated herein by reference.

16. NONDISCRIMINATION.

- A.** 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.
- B.** Contractor shall also comply with the nondiscrimination provisions set forth in EXHIBIT A-1 Statement of Work: Transitional Housing Bed Services to this Agreement.

17. NONEXCLUSIVE AGREEMENT.

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

18. NON-ASSIGNMENT.

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

19. TERMINATION.

- A. By County.** County may, by written notice to Contractor, terminate this Agreement in whole or in part at any time, whether for County's convenience, for nonappropriation of funds, or because of the failure of Contractor to fulfill the obligations herein.
 - 1. For Convenience.** County may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, Contractor shall, as directed by County, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on County from such winding down and cessation of services.
 - 2. For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or County governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then County will notify Contractor of such occurrence and County may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, County shall have no obligation to make payments with regard to the remainder of the term.

3. **For Cause.** Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County may, at County's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, Contractor shall immediately discontinue all services affected (unless the notice directs otherwise) and notify County as to the status of its performance. The date of termination shall be the date the notice is received by Contractor, unless the notice directs otherwise.
- B. By Contractor.** Should County fail to pay Contractor all or any part of the payment set forth in EXHIBIT B(s), Contractor may, at Contractor's option, terminate this Agreement if such failure is not remedied by County within thirty (30) days of written notice to County of such late payment.
- C. Upon Expiration or Termination.** Upon expiration or termination of this Agreement, Contractor shall deliver to County all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by Contractor in performing this Agreement, whether completed or in process, except such items as County may, by written permission, permit Contractor to retain. Notwithstanding any other payment provision of this Agreement, County shall pay Contractor for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall Contractor be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. Contractor shall furnish to County such financial information as in the judgment of County is necessary to determine the reasonable value of the services rendered by Contractor. In the event of a dispute as to the reasonable value of the services rendered by Contractor, the decision of County shall be final. The foregoing is cumulative and shall not affect any right or remedy which County may have in law or equity.

20. SUSPENSION FOR CONVENIENCE.

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

21. SECTION HEADINGS.

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

22. SEVERABILITY.

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

23. REMEDIES NOT EXCLUSIVE.

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

24. TIME IS OF THE ESSENCE.

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

25. NO WAIVER OF DEFAULT.

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

26. ENTIRE AGREEMENT AND AMENDMENT.

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel. Requests for changes to the terms and conditions of this Agreement after April 1 of the fiscal year for which the change would be applicable shall not be considered. All requests for changes shall be in writing. Changes shall be made by an amendment pursuant to this section. Notwithstanding any other provision of this Agreement, any amendments or modifications that do not materially change the terms of this Agreement (such as changes to the Designated Representative or Contractor's address for purposes of Notice) or that are authorized by the County of Santa Barbara Board of Supervisors may be approved by the Director of the Department of Behavioral Wellness or designee in writing and shall constitute an amendment or modification of this Agreement upon execution by the Director of the Department of Behavioral Wellness or designee.

27. SUCCESSORS AND ASSIGNS.

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

28. COMPLIANCE WITH LAW.

Contractor shall, at its sole cost and expense, comply with all federal, state, and local ordinances; statutes; regulations; orders including, but not limited to, executive orders, court orders, and health officer orders; policies; guidance; bulletins; information notices; and letters including, but not limited to, those issued by the California Department of Health Care Services (DHCS) now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of Contractor in any action or proceeding against Contractor, whether County is a party thereto or not, that Contractor has violated any such ordinance, statute, regulation, order, policy, guidance, bulletin, information notice, and/or letter shall be conclusive of that fact as between Contractor and County.

29. CALIFORNIA LAW AND JURISDICTION.

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

30. EXECUTION OF COUNTERPARTS.

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

31. AUTHORITY.

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, Contractor hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which Contractor is obligated, which breach would have a material effect hereon.

32. SURVIVAL.

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

33. PRECEDENCE.

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

34. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS. (RESERVED)

35. MANDATORY DISCLOSURES. (RESERVED)

36. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. (RESERVED)

37. DOMESTIC PREFERENCES FOR PROCUREMENTS. (RESERVED)

38. PROCUREMENT OF RECOVERED MATERIALS. (RESERVED)

39. BYRD ANTI-LOBBYING AMENDMENT. (RESERVED)

40. CLEAN AIR ACT. (RESERVED)

41. FEDERAL WATER POLLUTION CONTROL ACT. (RESERVED)

42. BEHAVIORAL HEALTH BRIDGE HOUSING PROGRAM.

Contractor agrees to and shall comply with the Behavioral Health Bridge Housing Program grant funding provisions as set forth in EXHIBIT F Behavioral Health Bridge Housing Program Grant Funding Requirements attached hereto and incorporated herein by reference.

43. BUSINESS ASSOCIATE. (RESERVED)

THIS SECTION LEFT BLANK INTENTIONALLY.

SIGNATURE PAGE FOLLOWS.

SIGNATURE PAGE

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **PATH**.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of July 1, 2025.

COUNTY OF SANTA BARBARA:

By: _____
LAURA CAPPS, CHAIR
BOARD OF SUPERVISORS

Date: _____


ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____
Deputy Clerk

Date: _____

CONTRACTOR: PATH

By: _____
7DCA88E16C1E4C5...
Authorized Representative

Name: _____
La Keishia Childers

Title: _____
Chief Compliance & Administrative Officer

Date: _____
9/30/2025

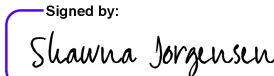
APPROVED AS TO FORM:

RACHEL VAN MULLEM
COUNTY COUNSEL

By: _____
48A252DEFFD3466...
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By: _____
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Deputy

RECOMMENDED FOR APPROVAL:

ANTONETTE NAVARRO, LMFT
DIRECTOR
DEPARTMENT OF BEHAVIORAL
WELLNESS

By: _____
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Director

APPROVED AS TO FORM:

GREG MILLIGAN, ARM
RISK MANAGER


By: _____
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Risk Manager

EXHIBIT LIST

This Agreement includes the following Exhibits:

EXHIBIT A – MENTAL HEALTH SERVICES (MHS) STATEMENT OF WORK

EXHIBIT A-1 Transitional Housing Bed Services

EXHIBIT B – FINANCIAL PROVISIONS

EXHIBIT B General Financial Provisions: MHS

EXHIBIT B-1 Schedule of Rates and Contract Maximum: MHS

EXHIBIT C – STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS

EXHIBIT C Indemnification and Insurance Requirements

EXHIBIT D – CERTIFICATION REGARDING LOBBYING (RESERVED)

EXHIBIT E – PROGRAM GOALS, OUTCOMES, AND MEASURES

EXHIBIT E-1 Program Goals, Outcomes, and Measures

EXHIBIT F – BEHAVIORAL HEALTH BRIDGE HOUSING PROGRAM GRANT FUNDING REQUIREMENTS

EXHIBIT BAA – HIPAA BUSINESS ASSOCIATE AGREEMENT (RESERVED)

EXHIBIT A

STATEMENT OF WORK

EXHIBIT A-1
STATEMENT OF WORK
TRANSITIONAL HOUSING BED SERVICES

1. **PROGRAM SUMMARY.** The **PATH** Homeless Shelter Program (hereafter the “Program”) provides shelter services as described in Section 3, Services, below to mentally ill members who are homeless, at risk of homelessness, or living in substandard housing. The Program will be located at:
 816 Cacique St., Santa Barbara, California.
2. **PROGRAM GOALS.** The goals of the Program are to:
 - A. Provide housing support services to assist members with maintaining stable housing.
 - B. Provide case management services to assist members with engagement in self-sufficiency and treatment services.
3. **SERVICES.** Contractor shall develop, support, and empower family units by identifying existing strengths and areas of need, and teaching problem solving skills. Contractor shall provide the following services, as needed to Program members: Contractor shall provide daily reserved shelter beds for homeless, mentally ill members, screened and referred by Homeless Services Case Manager, County Department of Behavioral Wellness (“Behavioral Wellness” or “BWell”). The number of beds the Contractor shall reserve for BWell members is detailed in EXHIBIT B-1 Schedule of Rates and Contract Maximum - MHS.
 - A. Contractor shall:
 1. Monitor members for physical health, dental, and vision issues;
 2. Assist members with personal hygiene;
 3. Assist members to access community supports and resources; and
 4. Provide an evening meal, breakfast, shower, mail, and locker service included in each night’s stay, for as long as the member is a resident at the Program.
 5. Coordinate employment services with on-site homeless services case manager and/or other behavioral health service providers.
 6. Weekly service coordination with clinical team.
 7. Housing Support Services to assist clients with maintaining stable housing.
 8. Case Management Services to assist clients with engagement in self-sufficiency and treatment services.
4. **CARE COORDINATION.** BWell staff will provide the following services to BWell members residing at the PATH shelter. Contractor services do not include those generally provided by BWell staff including:
 - A. **Doctor appointments.** BWell staff will set up appointments with BWell psychiatrist and facilitate the Zoom appointments using BWell laptops in the PATH office.
 - B. **Primary Healthcare and Transportation.** BWell staff will help members get connected to primary healthcare and facilitate transportation to those appointments.
 - C. **Treatment.** BWell staff will meet with members at the PATH office to provide rehabilitation counseling, therapy, and case management discussions.

- D. Housing Assistance.** BWell staff will assist members with completion of housing paperwork and getting them into HMIS and work to get them moved into more permanent housing.
 - E. Other Case Management.** BWell staff will also provide a variety of other case management for members such as Social Security, CA Identification, linking them to other providers, transportation to appointments, etc.
 - F. Substance Use Disorder (SUD) Services.** BWell staff will assist members in getting linked to SUD services.
 - G. Medications.** BWell medical support staff will deliver medications to members at PATH and meet with them to provide them with any injectable medications.
- 5. MEMBERS.** Contractor shall be reimbursed for Program services provided to Santa Barbara County members as described in *EXHIBIT B-1 Schedule of Rates and Contract Maximum - MHS* and the services described in Section 2, Services, to individuals who met the following criteria:
- A.** Severe mental illness who are any of the following:
 - 1. Homeless;
 - 2. Needing shelter while awaiting receipt of benefits; or
 - 3. Temporarily displaced while awaiting placements in more permanent housing.
 - B.** Referrals from County, who have been coordinated through Behavioral Wellness' designated staff to include, but not be limited to, Homeless Outreach Worker staff.
 - C.** Contractor referred members to Behavioral Wellness funded beds who meet eligibility the criteria of severe mental illness but must verify with Behavioral Wellness staff that the member has an open case record with Behavioral Wellness before placement.
 - D.** All referrals who meet eligibility requirements of both parties, including being able to perform activities of daily living.
- 6. LENGTH OF STAY.**
- A.** The program shall accommodate each member for a length of stay until the member finds suitable housing and so long as the member continues to be appropriate for the program. The suitability of housing and the member's appropriateness for the program is determined in collaboration between the Behavioral Wellness's Homeless Services Worker and PATH. PATH shall accommodate members for the length of stay as determined during the collaboration meeting between PATH and the Behavioral Wellness Homeless Service Case Manager. If there is a difference of opinion, it will be escalated to the BWell Homeless Services Team Supervisor who will make the final determination.
- PATH staff will provide timely notification to the Behavioral Wellness Homeless Services Case Manager of any events, behavior or situations that could possibly lead to the member needing to be exited from the program so that appropriate interventions can be provided to reduce likelihood of the member needing to be exited. Should PATH determine that a member is no longer appropriate for the program and facility, PATH shall have the ability to exit the member following notification to the Behavioral Wellness Homeless Services Case Manager and Team Supervisor.
- PATH will make every effort to provide Behavioral Wellness staff sufficient time to

find alternative placement for member. PATH will provide, via email to the BWell Homeless Services Team Supervisor, documentation regarding the reasons and events leading to the member needing to be exited from PATH. PATH will allow for exited members to return upon collaboration with the Behavioral Wellness Homeless Services Case Manager.

- B.** Contractor shall work with Behavioral Wellness to support developed goals for encouraging members to transition to the least restrictive housing appropriate to the member's needs.

7. ADMISSION PROCESS.

- A.** All referrals of County members will be coordinated through Behavioral Wellness' designated staff to include, but not be limited to, Homeless Outreach Worker staff. All referrals must meet eligibility requirements of both parties, including being able to perform activities of daily living. Contractor may refer members to Behavioral Wellness funded beds but must verify with Behavioral Wellness staff that the member has an open case record with Behavioral Wellness before placement.
- B.** Behavioral Wellness staff shall notify Contractor of member referrals either by telephone, in person, or by secure email.
- C.** Contractor shall provide on-site staff to admit members seven (7) days per week. Contractor shall coordinate with the Homeless Services Case Manager, Behavioral Wellness, who shall be available a minimum of twenty (20) hours a week. For emergencies, Contractor will call the Access Line. During regular business hours, Contractor will call the County Homeless Outreach team supervisor. County staff will provide liaison, linkage (when appropriate), assessment/evaluation, and crisis services. After hours' crisis services are to be referred to the County Assessment Team.
- D.** In the case of an aggressive, violent, or acutely intoxicated mentally ill member, or member unable to follow Program rules, the Program staff will notify Homeless Services Case Manager, Behavioral Wellness immediately of the situation and will advise of any action taken to ensure the safety and well-being of the member, other members, volunteers, and staff.
- E.** In the case of assaultive risk factors, side effects requiring medical attention or observation, behavioral symptoms presenting possible health problems, or any behavioral symptom that may compromise the appropriateness of the placement, the Program staff will notify Homeless Services Case Manager, Behavioral Wellness immediately of the situation and will advise of any action taken to ensure the safety and well-being of the member, other members, volunteers, and staff.
- F.** In the event that the well-being of a BWell member is impacted by an event, Contractor shall immediately notify the Behavioral Wellness Director or designee, such as: death, fire setting, police involvement, media contact, any behavior leading to potential liability, and any behavioral symptom that may compromise the appropriateness of the placement.

8. PERFORMANCE. Contractor shall adhere to all County requirements and all relevant provisions of law that are now in force or which may hereafter be in force, including all relevant provisions of the following, all of which are incorporated by this reference:

- A.** The Department of Behavioral Wellness Steering Committee Vision and Guiding Principles, available at <https://www.countyofsb.org/274/Behavioral-Wellness>;

- B.** California’s Mental Health Services Act (MHSA) and regulations applicable to the MHSA at California Code of Regulations, Title 9, Sections 3100 through 3995; and
- C.** California Code of Regulations Title 9, Division 1.
- D.** To the extent there is a conflict between federal or state law or regulation and a provision in this Agreement, Contractor shall comply with the the federal or state law or regulation and the conflicting Agreement provision shall no longer be in effect.

9. SITE STANDARDS.

- A.** For programs located at Contractor’s sites, Contractor shall develop and maintain a written disaster plan for the Program site and shall provide annual disaster training to staff that addresses, at a minimum: emergency staffing levels for the continuation of services under the Program, patient safety, facility safety, safety of medication storage and dispensing medication, and protection of member records, as required by this Agreement.

10. CONFIDENTIALITY.

- A.** Contractor agrees, and Contractor agrees to require its employees, agents, or subcontractors to agree, to maintain the confidentiality of patient records pursuant to: Title 42 United State Code (USC) Section 290 dd-2; Title 42 Code of Federal Regulations (CFR), Part 2; Title 42 CFR Section 438.224; 45 CFR Section 96.132(e), 45 CFR Parts 160, 162, and 164; Title 22 California Code of Regulations (CCR) Section 51009; Welfare & Institutions Code (W&IC) Section 14100.2; Health and Safety Code (HSC) Sections 11812 and 11845.5; Civil Code Sections 56 – 56.37, 1798.80 – 1798.82, and 1798.85; Exhibit D(F), Section 14 (Confidentiality of Information) of the MHP (Contract No. 22-20133); Section 5 (Confidentiality of Information) of the County’s BHBH grant agreement with AHP, Subcontract Agreement ID: 20456-CA-BHBH-556-BHBH-SANTA-BARBARA-COUNTY-01, and the Section 34 (Compliance with Privacy Laws) of this Agreement, as applicable. Patient records must comply with all appropriate State and Federal requirements.
- B.** Contractor shall ensure that no list of persons receiving services under this Agreement is published, disclosed, or used for any purpose except for the direct administration of services under this Agreement or other uses authorized by law that are not in conflict with requirements for confidentiality contained in the preceding codes.
- C.** Contractor shall comply with Exhibit F to the MHP (Contract No. 22-20133 and No. 22-20133 AM01) to the extent Contractor is provided Personal Health Information (“PHI”), Personal Information (“PI”), or Personally Identifiable Information (PII”) as defined in Exhibit F of the MHP from County to perform functions, services, or activities specified in this Agreement.
- D.** Contractor shall make itself and any subcontractors, employees or agents assisting Contractor in the performance of its obligations under this Agreement, available to County or DHCS at no cost to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against County, DHCS, its directors, officers or employees based upon claimed violations of privacy, involving inactions or actions by Contractor, except where Contractor or its subcontractor, employee or agent is a named adverse party.
- E.** Upon termination or expiration of this Agreement for any reason, Contractor shall return or destroy all PHI, PI and PII accessed in a database maintained by County,

received by Contractor from County, or acquired or created by Contractor in connection with performing functions, services, or activities specified in this Agreement on behalf of County that Contractor still maintains in any form, and shall retain no copies of such PHI, PI or PII. If return or destruction is not feasible, Contractor shall notify County of the conditions that make the return or destruction infeasible, and County and Contractor shall determine the terms and conditions under which Contractor may retain the PHI, PI or PII. Contractor shall continue to extend the protections of Exhibit F of the MHP to such PHI, PI and PII, and shall limit further use of such data to those purposes that make the return or destruction of such data infeasible. This paragraph shall also apply to Department PHI, PI and PII that is in the possession of subcontractors or agents of Contractor.

- F. County staff will be on site daily to coordinate care for assigned clients. Contractor shall provide the County with private space for individual counseling and confidential telehealth/psychiatry for use by the BWell Homeless Services Team during business hours, consistent with the privacy and security requirements of this Agreement including section 10.A (Confidentiality). BWell will not store PHI on site.

11. CULTURAL COMPETENCE.

- A. **Report on Capacity.** Contractor shall report on its capacity to provide culturally competent services to culturally diverse clients and their families upon request from County, including:
 - 1. The number of Bilingual and Bicultural staff (as part of the quarterly staffing report), and the number of culturally diverse clients receiving Program services; and
 - 2. Efforts aimed at providing culturally competent services such as trainings provided to staff, changes or adaptations to service protocol, community education/outreach, etc.
- B. **Communicate in Preferred Language.** At all times, the Contractor's Program(s) shall be staffed with personnel who can communicate in the client preferred language, or Contractor shall provide interpretation services, including American Sign Language (ASL).
- C. **Bilingual Staff for Direct Service Positions.** Contractor will strive to fill direct service positions with bilingual staff in County's threshold language (Spanish) that is reflective of the specific needs of each region. Contractor percentage goals are calculated based on U.S. Census language data by region: Santa Barbara service area (including Goleta and Carpinteria) – 31%; Santa Maria service area (including Orcutt and Guadalupe) – 60%; and Lompoc service area (including Buellton and Solvang) – 41%.
- D. **Cultural Considerations When Providing Services.** Contractor shall provide services that consider the culture of mental illness, as well as the ethnic and cultural diversity of clients and families served. Any materials provided to the public must also be printed in Spanish (threshold language).
- E. **Services and Programs in Spanish.** Services and programs offered in English must also be made available in Spanish, if clients identify Spanish as their preferred language, as specified in subsection B above.

- F. Measurable Outreach.** As applicable, a measurable and documented effort must be made to conduct outreach to and to serve the underserved and the non-served communities of Santa Barbara County.
- G. Proficiency Testing.** Contractor shall establish a process by which Spanish speaking staff who provide direct services in Spanish or interpretive services are tested for proficiency in speaking, reading, and writing Spanish language

12. NOTIFICATION.

- A. Notice to QCM.** Contractor shall immediately notify Behavioral Wellness Quality Care Management (“QCM”) Division at 805-681-4777 or by email at BWELLQCM@sbcbswell.org in the event of:
 1. Known serious complaints against licensed/certified staff;
 2. Restrictions in practice or license/certification of staff as stipulated by a State agency;
 3. Staff privileges being restricted at a hospital;
 4. Other action instituted which affects staff license/certification or practice (for example, sexual harassment accusations); or
 5. Any event triggering Incident Reporting, as defined in *Behavioral Wellness Policy and Procedure #4.004, Unusual Occurrence Reporting*.
- B. Notice to Compliance Hotline.** Contractor shall immediately contact the Behavioral Wellness Compliance Hotline (805-884-6855) should any of the following occur:
 1. Suspected or actual misappropriation of funds under Contractor’s control;
 2. Legal suits initiated specific to the Contractor’s practice;
 3. Initiation of criminal investigation of the Contractor; or
 4. Breach of Privacy Laws.
- C. Notice to Case Manager/Regional Manager/Staff.** For members receiving direct services from both Behavioral Wellness and Contractor staff, Contractor shall immediately notify the member’s Behavioral Wellness Case Manager or other Behavioral Wellness staff involved in the member’s care, or the applicable Regional Manager should any of the following occur:
 1. Side effects requiring medical attention or observation;
 2. Behavioral symptoms presenting possible health problems; or
 3. Any behavioral symptom that may compromise the appropriateness of the placement.
- D. Definition of “Immediately”.** “Immediately” means as soon as possible but in no event more than twenty-four (24) hours after the triggering event. Contractor shall train all personnel in the use of the Behavioral Wellness Compliance Hotline (805-884-6855).
- E. Notice to Contracts Division.** Contractor may contact Behavioral Wellness Contracts Division at bwellcontractsstaff@sbcbswell.org for any contractual concerns or issues.
- F. Written Notice of Termination to Members.** Contractor shall make a good faith effort to give written notice of termination of Contractor as a provider of services to each member who was seen on a regular basis by Contractor. The notice to the member

and a copy of each such notice to the County shall be provided 30 calendar days prior to the effective date of the termination of this Agreement or 15 calendar days after receipt or issuance of the notice of termination of this Agreement, whichever is later.

- G. Contractor shall post taglines in any documents that are vital or critical to obtaining services and/or benefits, in conspicuous physical locations where Contractor interacts with the public, on Contractor's website in a location that allows any visitor to the website to easily locate the information, and in all member information and other information notice, in accordance with federal and state requirements

13. **REPORTS.**

- A. **Monthly Programmatic Reports.** Contractor shall submit monthly programmatic reports to County the 25th of the preceding month. Monthly programmatic reports shall include the following:

1. The Agreement number,
2. The number of bed days billed,
3. The actual bed days utilized by member,
4. The rate, and
5. Referral source.

- B. **Quarterly Programmatic Reports.** Contractor shall submit quarterly programmatic reports to County, which shall be received by County no later than 25th calendar days following the end of the quarter being reported. Programmatic quarterly programmatic reports shall include the following:

1. Number of beds used daily;
2. Number of beds held open for members;
3. Demographics of members;
4. Member Referral Source;
5. Member census, including date of entry, exit, and reason for program exit;
6. Length of stay;
7. The Measures described in Exhibit E(s), Program Goals, Outcomes, and Measures, as applicable and as may be amended or modified; and
8. In addition, Contractor may include any other data that demonstrate the effectiveness of Contractor's programs.

- C. **Annual Mandatory Training Report.** Contractor shall submit, no later than June 15th of each year unless requested earlier by County, to the County Training Coordinator evidence of completion of the Mandatory Trainings identified in the Section regarding Training Requirements.

- D. **Additional Reports.**

1. Contractor shall maintain records and make statistical reports as required by County and AHP (grant administrator), DHCS or other government agency, on forms provided by or acceptable to the requesting agency.

2. In addition to reports required under this Agreement, upon County's request, Contractor shall make additional reports as required by County concerning Contractor's activities as they affect the services hereunder. County will be specific as to the nature of information requested and allow thirty (30) days for Contractor to respond.

14. COLLABORATIVE MEETINGS.

Behavioral Wellness shall conduct a Collaborative Meeting at least annually, and more frequently, if needed, with Contractor to collaboratively discuss programmatic, fiscal, and contract matters.

15. TRAINING REQUIREMENTS.

- A. Contractor shall ensure that all staff completes mandatory trainings including through attendance at County-sponsored training sessions as available. The following trainings must be completed at hire and annually thereafter:
 1. Cultural Competency; and
 2. HIPAA Privacy and Security.

16. NONDISCRIMINATION AND COMPLIANCE (GTC 02/2025).

- A. During the performance of this Agreement, Contractor and its subcontractors shall not deny this Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12900 et seq.), the regulations promulgated thereunder (2 C.C.R. § 11000 et seq.), the provisions of article 9.5, chapter 1, part 1, division 3, title 2 of the Government Code (Gov. Code, §§ 11135–11139.5), and the regulations or standards adopted by the California Department of Health Care Services (DHCS) to implement such article. Contractor shall permit access by representatives of the California Civil Rights Department (CRD) and DHCS upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as CRD or DHCS shall require to ascertain compliance with this provision. Contractor and subcontractors shall give written notice of their obligations under this provision to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, § 11105.)
- B. Contractor shall include this Section (Nondiscrimination and Compliance (GTC 02/2025)) in all subcontracts to perform work under the Agreement.

17. NONDISCRIMINATION AND COMPLIANCE.

- A. Consistent with the requirements of applicable federal law, such as 42 C.F.R. section 438.3(d)(3) and (4), and state law, Contractor shall not engage in any unlawful

discriminatory practices in the admission of members, assignments of accommodations, treatment, evaluation, employment of personnel, or in any other respect on any ground protected under federal or state law including sex, race, color, gender, gender identity, religion, marital status, national origin, ethnic group identification, ancestry, age, sexual orientation, medical condition, genetic information, or mental or physical handicap or disability. (42 U.S.C. § 18116; 42 C.F.R. § 438.3(d)(3)–(4); 45 C.F.R. § 92.2; Gov. Code, § 11135(a); Welf. & Inst. Code, § 14727(a)(3).)

- B.** Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended (codified at 29 U.S.C. § 794), prohibiting exclusion, denial of benefits, and discrimination against qualified individuals with a disability in any federally assisted programs or activities, and shall comply with the implementing regulations in 45 C.F.R. parts 84 and 85, as applicable.
- C.** Contractor shall include this Section (Nondiscrimination and Compliance) in all subcontracts to perform work under this Agreement.

18. ADDITIONAL PROVISIONS.

- A.** Contractor agrees to hold harmless the State and beneficiaries in the event the County cannot or does not pay for services performed by the Contractor.
- B.** The Contractor will not discriminate against beneficiaries on the basis of health status or need for health care services, pursuant to 42 C.F.R. § 438.6(d)(3).
- C.** Contractor agrees to comply with all applicable federal and state law, particularly the statutes and regulations incorporated by reference herein. Contractor agrees to comply with any changes to these statutes and regulations that may occur during the contract period and any new applicable statutes or regulations, but either the County or Contractor may request consultation and discussion of new or changed statutes or regulations, including whether contract amendments may be necessary.

EXHIBIT B

FINANCIAL PROVISIONS

EXHIBIT B
GENERAL FINANCIAL PROVISIONS: MHS

(Applicable to programs described in Exhibit A-1)

With attached *Exhibit B-1 MHS* (Schedule of Rates and Contract Maximum)

For Contractor services to be rendered under this Agreement, Contractor shall be paid the Maximum Contract Amount reflected in section II below and Exhibit B-1 MH (Schedule of Rates and Contract Maximum) at the rate specified in Exhibit B-1-MH.

I. PAYMENT FOR SERVICES.

- A.** Payment for services shall be made upon Contractor's satisfactory performance, based upon the scope and methodology contained in Exhibit A(s) as determined by County. Payment for services shall be based upon the expenses as defined in Exhibit B-1 MH (Schedule of Rates and Contract Maximum). Invoices submitted for payment that are based upon Exhibit B-1 MH must contain sufficient detail and provide supporting documentation to enable an audit of the charges.
- B. Non-Medi-Cal Billable Services.** County recognizes that the services provided by Contractor's Program, described in Exhibit A(s), are not reimbursable by Medi-Cal, and such services will be reimbursed by other County, State, and Federal funds to the extent specified in Exhibit B-1 MH and pursuant to Paragraph I.A of this Exhibit B MHS. Funds for these services are included within the Maximum Contract Amount.

II. MAXIMUM CONTRACT AMOUNT.

The Maximum Contract Amount of this Agreement shall not exceed **\$239,200**, and shall consist of County, State, and/or Federal funds as shown in Exhibit B-1-MHS and subject to the provisions in Section I (Payment for Services). Notwithstanding any other provision of this Agreement, in no event shall County pay Contractor more than this Maximum Contract Amount for Contractor's performance hereunder without a properly executed amendment.

III. ACCOUNTING FOR REVENUES.

- A. Internal Procedures.** Contractor shall maintain internal financial controls which adequately ensure proper billing and collection procedures. Contractor shall pursue payment from all potential sources in sequential order, with Medi-Cal as payor of last resort. All fees paid by or on behalf of patients/members receiving services under this Agreement shall be utilized by Contractor only for the delivery of service units specified in the Exhibit A(s) and B-1 to this Agreement. This Agreement does not preclude the Contractor from pursuing or obtaining additional funding to cover the cost of unmet services expenses under this Agreement.

IV. BILLING AND PAYMENT PROCEDURES AND LIMITATIONS.

A. Submission of Claims and Invoices.

Contractor shall submit to County's Behavioral Wellness Fiscal Division an invoice or certified claim on the County treasury for the service performed over the period specified. Invoices must include the Agreement number, the number of bed days billed, the actual bed days utilized by member, and the rate.

In addition, Contractor shall submit an accompanying monthly Behavioral Wellness bed occupancy census report to include the first, last name and date of birth of the member with the occupancy rate. County's representative shall evaluate the quality of the service performed, and if found to be satisfactory, shall initiate payment processing. County shall pay invoices or claims for satisfactory work within thirty (30) days of presentation.

B. Withholding of Payment for Non-submission of Service Data and Other Information. If any required invoice or report(s) is not submitted by Contractor to County within the time limits described in this Agreement or if any such information is incomplete, incorrect, or is not completed in accordance with the requirements of this Agreement, then payment shall be withheld until County is in receipt of complete and correct data.

1. Submit to County's Behavioral Wellness Fiscal Division:
financebo@sbcbswell.org
 Santa Barbara County Department of Behavioral Wellness
 ATTN: Accounts Payable
 429 North San Antonio Road
 Santa Barbara, CA 93110-1316

Contractor agrees that it shall be solely liable and responsible for all data and information submitted to the County and submitted by the County to the State on behalf of Contractor.

2. The Program Contract Maximums specified in Exhibit B-1-MHS and this Exhibit B MHS are intended to cover services during the entire term of the Agreement, unless otherwise specified in Exhibit A(s) to this Agreement (such as time-limited or services tied to the school year). Under no circumstances shall Contractor cease services prior to December 31 due to an accelerated draw down of funds earlier in the Fiscal Year. Failure to provide services during the entire term of the Agreement may be considered a breach of contract and subject to the Termination provisions specified in the Agreement.

C. Monthly Review. The Director or designee shall review the monthly claim(s) and invoices to confirm accuracy of the data submitted. With the exception of the final month's payment under this Agreement, County shall make provisional payment for approved claims within thirty (30) calendar days of the receipt of said claim(s) and invoice by County subject to the contractual limitations set forth in this Agreement and all exhibits hereto.

D. Overpayments. If the Contractor discovers an overpayment, Contractor must notify the County in writing of the reason for the overpayment. Any overpayments of contractual amounts must be returned via direct payment within 30 calendar days to the County after the date on which the overpayment was identified. County may withhold amounts from future payments due to Contractor under this Agreement or any subsequent agreement if Contractor fails to make direct payment within the required timeframe.

Interest on the unpaid balance of the overpayment, audit finding, or debt will accrue at a rate equal to the monthly average of the rate received on investments in the California State Treasurer's Pooled Money Investment Fund commencing on the date that an audit or examination finding is mailed to the Subcontractor, beginning thirty (30) days after the Contractor's receipt of County's demand for repayment.

- E. No Waiver.** County's failure to discover or object to unsatisfactory work or billings prior to or after payment will not constitute a waiver of County's right to require Contractor to correct such work or billings or seek any other legal remedy.

V. FINANCIAL REPORTS.

- A. Audited Financial Reports.** Each year of the Agreement, the Contractor shall submit to County a copy of their audited annual financial statement, including management comments. This report shall be submitted within thirty (30) days after the report is received by Contractor.
- B. Single Audit Report.** If Contractor is required to perform a single audit and/or program specific audit, per the requirements of OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements of Federal Awards, (45 CFR Part 75), Contractor shall submit a copy of such single audit to County within thirty (30) days of receipt.

VI. AUDITS, AUDIT APPEALS AND POST-AUDIT FINAL SETTLEMENT.

- A. Audit by Responsible Auditing Party.** At any time during the term of this Agreement or after the expiration or termination of this Agreement, in accordance with State and Federal law including but not limited to WIC Section 14170 et seq., authorized representatives from the County, State or Federal governments (Responsible Auditing Party) may conduct an audit or site review of Contractor regarding the mental health services/activities provided under this Agreement.
- B. Settlement.** Settlement of the audit findings will be conducted according to the Responsible Auditing Party's procedures in place. Such settlement will take place when the State initiates its settlement action which customarily is after the issuance of the audit report by the State and before the State's audit appeal process. However, if the Responsible Auditing Party stays its collection of any amounts due or payable because of the audit findings, County will also stay its settlement of the same amounts due or payable until the Responsible Auditing Party initiates its settlement action with County. If an audit adjustment is appealed then the County may, at its own discretion, notify Contractor but stay collection of amounts due until resolution of the State administrative appeals process.
- C. Invoice for Amounts Due.** County shall issue an invoice to Contractor for any amount due to the County after the Responsible Auditing Party issues an audit report. The amount on the County invoice is due by Contractor to County thirty (30) calendar days from the date of the invoice.
- D. Appeal.** Contractor may appeal any such audit findings in accordance with the audit appeal process established by the Responsible Auditing Party performing the audit.

EXHIBIT B-1- MHS
SCHEDULE OF RATES AND CONTRACT MAXIMUM
 (Applicable to program(s) described in Exhibit(s) A-1)

CONTRACTOR NAME:**PATH****FISCAL YEAR: 2025-2026**

Contracted Service	Service Type	Reimbursement Method	Beds (1)	Daily Rate (2)	Non-Medi-Cal Contract Allocation
Non-Medi-Cal Billable Services	Transitional Housing	Negotiated Rate	Up to 20 beds	\$65 per Bed per Day	\$239,200
Total Contract Maximum					\$239,200

Contract Maximum by Program & Estimated Funding Sources			
Funding Sources (2)	PROGRAM(S)		Total
	Transitional Housing		
Realignment	\$ 143,520		\$ 143,520
Behavioral Health Bridge Housing Grant	\$ 95,680		\$ 95,680
Grants	\$ -		\$ -
Other County Funds	\$ -		\$ -
TOTAL CONTRACT PAYABLE:	\$ 239,200		\$ 239,200

CONTRACTOR SIGNATURE:

FISCAL SERVICES SIGNATURE:

Signed by: 
 DocuSigned by:
 Christie Rayner
 96D40AB0C0AD408...

(1) Contractor shall reserve seventeen (17) beds for Behavioral Wellness clients. The County shall guarantee payment for these 17 beds each month, regardless of actual utilization, provided that the Contractor makes all 17 beds available to the County. Any beds in excess of 17, up to a maximum of 20 beds per day, shall be reimbursed at the contracted daily rate only when occupied. If the Contractor is unable to make all 17 reserved beds available to the County in a given month, the County's payment obligation shall be limited to the number of beds actually utilized during that month.

(2) The Director or designee may reallocate between funding sources at his/her discretion during the term of the contract, including to utilize and maximize any additional funding or FFP provided by local, State, or Federal law, regulation, policy, procedure, or program. Reallocation of funding sources does not alter the Maximum Contract Amount and does not require an amendment to the contract.

EXHIBIT C
STANDARD
INDEMNIFICATION
AND
INSURANCE PROVISIONS

EXHIBIT C
INDEMNIFICATION AND INSURANCE REQUIREMENTS
(For contracts involving the care/supervision of children, seniors or vulnerable persons)

INDEMNIFICATION

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

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

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

INSURANCE

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

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. *(Not required if CONTRACTOR provides written verification that it has no employees)*
4. **Professional Liability:** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

5. **Sexual Misconduct Liability:** Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2,000,000 per claim and \$2,000,000 aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the COUNTY requires and shall be entitled to the broader coverage and/or the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

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

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
2. **Primary Coverage** – For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best’s Insurance Guide rating of “A- VII”.
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR’S obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

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

EXHIBIT D
CERTIFICATION REGARDING
LOBBYING
(RESERVED)

EXHIBIT E
PROGRAM GOALS, OUTCOMES,
AND MEASURES

EXHIBIT E-1
PROGRAM GOALS, OUTCOMES, AND MEASURES

PATH Transitional Housing		
Program Goals	Outcomes	Measures (%)
Census Information	# served	#
	# discharged	#
	Total bed days	#
1. Provide Housing Support Services to assist clients with maintaining stable housing.	A. % clients discharged by program against client choice (attach any information about evictions/terminations)	≤50
	B. % clients with property management issues (law enforcement involvement, property incidents; attach any information about issues)	≤25
	C. % clients moved to temporary or permanent housing	≥25
Provide Case Management Services to assist clients with engagement in self-sufficiency and treatment services.	A. % clients who are currently linked to physical health care services	≥95
	B. % clients who are currently linked to mental health or substance use services	≥95
	C. % clients who are currently linked to benefits	≥95
	D. % clients with weekly rehab services focused on housing retention and basic living skills (attach group schedule and attendance)	≥75
	E. % clients with weekly service coordination with clinical team	≥50

Contractor shall comply with amendments or modifications to Exhibit E(s) that do not alter the maximum contract amount of the Agreement and are authorized by the Director of the Department of Behavioral Wellness or designee in writing. This obligation shall apply without the need for an amendment of this Agreement.

EXHIBIT F
BEHAVIORAL HEALTH BRIDGE
HOUSING PROGRAM GRANT
FUNDING REQUIREMENTS

EXHIBIT F
BEHAVIORAL HEALTH BRIDGE HOUSING PROGRAM GRANT FUNDING
REQUIREMENTS

1. Behavioral Health Bridge Housing Program Grant Funding Compliance.

- A.** In the performance of this Agreement, Contractor shall adhere to the requirements and agreement(s) in this Exhibit F (Behavioral Health Bridge Housing Program Grant Funding Compliance), all of which are incorporated by this reference.
- B.** Contractor shall comply with all County and Behavioral Health Bridge Housing (BHBH) Program requirements including, but not limited to, the County's Request for Applications, the County's BHBH Program Plan, and all applicable local, state, and federal laws, regulations, and guidance, that are now in force or may hereafter be in force.
- C.** Contractor shall comply with all terms and conditions of the Subcontract Agreement, Subcontract Agreement ID: 20456-CA-BHBH-556-BHBH-SANTA-BARBARA-COUNTY-01, between the County and Advocates for Human Potential, Inc. (AHP), the California Department of Health Care Services (DHCS)' administrator for the BHBH Program including, but not limited to, those specified in this Exhibit F (Behavioral Health Bridge Housing Program Grant Funding Compliance), and any amendments thereto, which are or shall be available at <https://bridgehousing.buildingcalhhs.com/> or upon request.
 - 1. Contractor acknowledges and agrees to comply with all applicable numbered provisions of Attachment B of County's BHBH grant agreement with AHP, Subcontract Agreement ID: 20456-CA-BHBH-556-BHBH-SANTA-BARBARA-COUNTY-01, including, but not limited to the following numbered provisions: 1 (Travel and Per Diem Reimbursement), 2 (Site Inspection), 3 (Intellectual Property Rights), 5 (Confidentiality of Information), 6 (Documentation, Publications, and Written Reports), 7 (Subcontract Requirements), 11 (Progress Payment Withholds), 15 (Prohibited Use of State Funds for Software), 16 (Insurance Requirements), 17 (Procurement Rules), 18 (Equipment/Property Ownership/Inventory/Disposition), 20 (Suspension or Stop Work Notification), 21 (Public Communications), and 22 (Audit and Record Retention).
- D. Data Collection and Reporting.** Contractor shall comply with all data collection and reporting requirements of the County, AHP, or DHCS applicable to Contractor's performance under this Agreement and shall use data systems to facilitate BHBH grant evaluation as directed by Behavioral Wellness.
- E. Debarment and Suspension.** Contractor represents and certifies that neither Contractor nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible nor voluntarily excluded by any federal department or agency from participating in transactions. Any change in the debarred or suspended status of the Contractor during the life of this Agreement will be reported immediately to County and AHP. Contractor shall incorporate this Debarment and Suspension certification into any subcontract that it may enter into as a part of this Agreement.

F. Organizational Conflict of Interest.

Contractor warrants to the best of its knowledge and belief at this time, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest (“OCI”), as defined in Federal Acquisition Regulations (“FAR”) Subpart 9.5, or that Contractor has disclosed all such relevant information, and will disclose any actual or potential OCI that is discovered, including a description of activities that Contractor has taken or proposes to take, after consultation with County, to avoid the conflict. During the term of this Agreement, Contractor shall not enter into other contracts or arrangements or otherwise engage in work that will conflict with the parties’ relationship of trust and cooperation or that may otherwise conflict with Contractor’s obligations.

G. Intellectual Property.

1. Ownership.

- i. Except where DHCS has agreed in a signed writing to accept a license, DHCS shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement.
- ii. For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author’s rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, knowhow, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.
- iii. For the purposes of the definition of Intellectual Property, “works” means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.
- iv. In the performance of this Agreement, Contractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Contractor may access and utilize certain of DHCS’ Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein,

Contractor shall not use any of AHP's or DHCS' Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of DHCS. Except as otherwise set forth herein, neither the Contractor nor DHCS shall give any ownership interest in or rights to its Intellectual Property to the other party. If during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to DHCS, Contractor agrees to abide by all license and confidentiality restrictions applicable to DHCS in the third-party's license agreement.

- v. Contractor agrees to cooperate with AHP and/or DHCS in establishing or maintaining DHCS' exclusive rights in the Intellectual Property, and in assuring DHCS' sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor shall require the terms of the agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to DHCS all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or DHCS and which result directly or indirectly from this Agreement, or any subcontract entered into by Contractor.
- vi. Contractor further agrees to assist and cooperate with AHP and/or DHCS in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce DHCS' Intellectual Property rights and interests.

2. Retained Rights/License Rights.

- i. Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. Contractor hereby grants to DHCS, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.
- ii. Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of DHCS or third party, or result in a breach or default of any provisions of this Agreement or result in a breach of any provisions of law relating to confidentiality.

3. **Copyright.**

- i. Contractor agrees that for purposes of copyright law, all works [as defined in section 1.F.1.c above] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works made for hire." Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act, and (ii) that person shall assign all right, title, and interest to DHCS to any work product made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement.
- ii. All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement, shall include DHCS' notice of copyright, which shall read in 3mm or larger typeface: "© [Enter Current Year e.g., 2023, etc.], California Department of Health Care Services. This material may not be reproduced or disseminated without prior written permission from the California Department of Health Care Services." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

4. **Patent Rights.**

- i. With respect to inventions made by Contractor in the performance of this Agreement, which did not result from research and development specifically, included in this Agreement's scope of work, Contractor hereby grants to DHCS a license as described under section 1.F.2 above for devices or material incorporating, or made through the use of such inventions.
- ii. If such inventions result from research and development work specifically included within this Agreement's scope of work, then Contractor agrees to assign to DHCS, without additional compensation, all its right, title, and interest in and to such inventions and to assist DHCS in securing United States and foreign patents with respect thereto.

5. **Third-Party Intellectual Property.**

- i. Except as provided herein, Contractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Contractor or third party without first: (i) obtaining AHP and DHCS' prior written approval; and (ii) granting to or obtaining for AHP and DHCS, without additional compensation, a license, as described in section 1.F.2 above, for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon these terms is unattainable, and AHP and DHCS determines that the Intellectual Property should be included in or is required for Contractor's

performance of this Agreement, Contractor shall obtain a license under terms acceptable to AHP and DHCS.

6. Warranties.

- i. Contractor represents and warrants that:
 - a. It is free to enter into and fully perform this Agreement.
 - b. It has secured and will secure all rights and licenses necessary for its performance of this Agreement.
 - c. Neither Contractor's performance of this Agreement, nor the exercise by either party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.
 - d. Neither Contractor's performance nor any part of its performance will violate the right of privacy of or constitute a libel or slander against any person or entity.
 - e. It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers, or releases from all authors of music or performances used, and talent (radio, television, and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.
 - f. It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to DHCS in this Agreement.
 - g. It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
 - h. It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.
 - i. DHCS makes no warranty that the intellectual property resulting from this agreement does not infringe upon any patent, trademark, copyright, or the like, now existing or subsequently issued.

7. Intellectual Property Indemnity.

- i. Contractor shall indemnify, defend and hold harmless AHP and DHCS and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, (“Indemnitees”) from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney’s fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (1) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (2) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of DHCS’ use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. DHCS reserves the right to participate in and/or control, at Contractor’s expense, any such infringement action brought against DHCS.
- ii. Should any Intellectual Property licensed by the Contractor to DHCS under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve DHCS’ right to use the licensed Intellectual Property in accordance with this Agreement at no expense to DHCS. DHCS shall have the right to monitor and appear through its own counsel (at Contractor’s expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for DHCS to continue using the licensed Intellectual Property; or replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, DHCS shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.
- iii. Contractor agrees that damages alone would be inadequate to compensate AHP or DHCS for breach of any term of this section 1.F (Intellectual Property) by Contractor. Contractor acknowledges AHP and/or DHCS would suffer irreparable harm in the event of such breach and agrees AHP and/or DHCS shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

8. Federal Funding.

- i. In any agreement funded in whole or in part by the federal government, DHCS may acquire and maintain the Intellectual Property rights, title, and ownership, which results directly or indirectly from the agreement; except as provided in 37 Code of Federal Regulations part 401.14; however, the federal government shall have a non-exclusive, nontransferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

9. Survival.

- i. The provisions set forth herein shall survive any termination or expiration of this Agreement.

H. Audit and Record Retention.

1. Contractor agrees to maintain and preserve, until three years after termination of County's BHBH grant agreement with AHP, Subcontract Agreement ID: 20456-CA-BHBH-556-BHBH-SANTA-BARBARA-COUNTY-01, and final payment from AHP to County, to permit DHCS or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers, and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records
2. Contractor and/or its subcontractor shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.
3. Contractor's and/or subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and its records shall be subject at all reasonable times to inspection, audit, and reproduction.
4. Contractor agrees that AHP, DHCS, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Government Code Section 8546.7, Public Contract Code (PCC) Sections 10115 et seq., California Code of Regulations Title 2, Section 1896.77) The Contractor shall comply with the above and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in PCC Section 10115.10.

5. Contractor and/or its subcontractor shall preserve and make available its records (1) for a period of six years for all records related to Disabled Veteran Business Enterprise (DVBE) participation (Military and Veterans Code Section 999.55), if this Agreement involves DVBE participation, and three years for all other contract records from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (a) or (b) below.
 - i. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement; or
 - ii. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.
6. Contractor and/or its subcontractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or its subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.
7. Contractor shall, if applicable, comply with the Single Audit Act and the audit requirements set forth in 2 C.F.R. § 200.501 (2014).

EXHIBIT BAA
HIPAA BUSINESS ASSOCIATE
AGREEMENT

(RESERVED)