

## Master Services Agreement for Services of Independent Contractor by and between the County of Santa Barbara and Mercy House Living Centers

**THIS AGREEMENT** ("Agreement") is made by and between the County of Santa Barbara, a political subdivision of the State of California ("COUNTY") and Mercy House Living Centers, a California nonprofit public benefit corporation ("CONTRACTOR" or "Contractor" and, together with COUNTY, collectively, the "Parties" and each a "Party"), whose principal place of business is located at P.O. Box 1905, Santa Ana, CA 92702.

**WHEREAS**, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and is willing to perform such services, 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**

Austin Venezia, whose phone number is 805-568-2691, and whose email address is [auvenezia@countyofsb.org](mailto:auvenezia@countyofsb.org), is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY (provided, however, that such COUNTY representative shall not have the authority to approve or execute additional Statements of Work or any other amendment to or of this Agreement). Larry Haynes, whose phone number is 714-836-7188 x 101, and whose email address is [larryh@mercyhouse.net](mailto:larryh@mercyhouse.net), is the authorized representative of CONTRACTOR who is duly authorized to administer this Agreement for and on behalf of CONTRACTOR. Changes to a Party's designated representative shall be made only after advance written notice to the other Party in accordance with Section 2, below.

### **2. NOTICES**

All notices, claims, waivers, consents and other communications required or permitted to be given under this Agreement (each, a "Notice") shall be in writing and addressed to the receiving Party at the address for such Party set forth below (or to such other address that such receiving Party may designate from time to time in accordance with this Section 2), by personal delivery, facsimile, by first class mail via the United States Postal Service ("USPS"), registered or certified mail, or nationally recognized overnight courier service (in each case, return receipt requested, postage prepaid):

To COUNTY: Austin Venezia  
General Services, Procurement Services  
260 N San Antonio Rd  
Santa Barbara, CA 93110

To CONTRACTOR: Larry Haynes, CEO  
Mercy House Living Centers  
P.O. Box 1905  
Santa Ana, CA 92702

If sent by first class mail, Notices shall be deemed to be received five (5) days following their deposit in the USPS 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 shall provide to COUNTY the services (the "Services") set forth in statements of work to be issued

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by COUNTY and accepted by CONTRACTOR (each, a "Statement of Work"). The initial Statements of Work are attached hereto as Exhibits A-1, A-2, A-3, A-4 and incorporated herein by reference. Additional Statements of Work substantially in the same form as the Statements of Work attached hereto shall be deemed accepted and incorporated into this Agreement during the Term (defined below) only if signed by each Party's duly authorized designated representative. For purposes of this Agreement, the COUNTY Purchasing Agent is the duly authorized designated representative of the COUNTY who is duly authorized to accept and sign such additional Statements of Work on behalf of COUNTY.

**4. TERM**

The term of this Agreement ("Term") shall commence ("Effective Date") and shall terminate on June 30, 2026, unless earlier terminated in accordance with the provisions of this Agreement.

**5. COMPENSATION OF CONTRACTOR**

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance of the Services under this Agreement in accordance with the terms of EXHIBIT B, attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY, delivered to COUNTY at the address for Notices to COUNTY set forth in Section 2, above, following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from delivery of invoice.

**6. INDEPENDENT CONTRACTOR**

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees) shall perform all of the 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 hereunder 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. CONTRACTOR has no authority to commit, act for or on behalf of COUNTY, or to bind COUNTY to any obligation or liability.

**7. STANDARD OF PERFORMANCE**

CONTRACTOR certifies that it has the skills, expertise, and all licenses and permits necessary to perform the Services. 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 highest standards of quality observed by professionals practicing in CONTRACTOR's profession. CONTRACTOR shall correct any errors or omissions in the performance of the Services, at COUNTY'S request without additional compensation. CONTRACTOR has and shall, at CONTRACTOR's sole cost and expense, all times during the Term, maintain in effect all permits, licenses, permissions, authorizations, and consents required by applicable law or otherwise necessary to carry out CONTRACTOR's obligations under this Agreement. CONTRACTOR is in compliance with and shall at all times during the Term comply with all applicable laws,

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regulations, and ordinances.

**8. DEBARMENT AND SUSPENSION**

CONTRACTOR certifies to COUNTY that none of it or its employees or principals are debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

**9. TAXES**

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement, and shall make any and all payroll deductions required by law. CONTRACTOR is responsible for all CONTRACTOR personnel and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments, and disability benefits. In no event shall COUNTY pay or be responsible for any taxes imposed on, or with respect to, CONTRACTOR's income, revenues, gross receipts, personnel, real or personal property, or other assets. COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

**10. CONFLICT OF INTEREST**

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

**11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

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

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

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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 in each instance.

**13. COUNTY PROPERTY AND INFORMATION**

All of COUNTY's property, documents, information, and data provided to or accessed by or on behalf of CONTRACTOR in connection with the Services, including, without limitation, all data collected, used, maintained, processed, stored, or generated by or on behalf of COUNTY in connection with this Agreement ("COUNTY Property") and any derivative works of the COUNTY Property shall remain COUNTY's property, and CONTRACTOR shall return or delete COUNTY Property whenever requested by COUNTY, and whenever required in accordance with Section 19 of this Agreement. CONTRACTOR may use COUNTY Property solely for the purpose of, and only to the extent necessary for, CONTRACTOR's provision of the Services hereunder. CONTRACTOR shall not disclose, disseminate, publish, or transfer to any third party, any COUNTY Property without COUNTY's prior written consent.

**14. RECORDS, AUDIT, AND REVIEW**

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession, and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, 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.

**15. INDEMNIFICATION AND INSURANCE**

CONTRACTOR agrees to and shall comply with the indemnification and insurance provisions as set forth in EXHIBIT C, attached hereto and incorporated herein by reference.

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**16. NONDISCRIMINATION**

COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

**17. NONEXCLUSIVE AGREEMENT**

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

**18. NON-ASSIGNMENT**

CONTRACTOR shall not assign, subcontract, delegate, or otherwise transfer, directly or indirectly, whether by operation of law or otherwise ("Transfer") this Agreement, or any of CONTRACTOR's rights or obligations under this Agreement, without the prior written consent of COUNTY. Any attempted or purported Transfer in violation of this Section 18 shall be null and void and without legal effect and shall constitute grounds for termination. No Transfer shall relieve CONTRACTOR of any of its obligations hereunder.

**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 its obligations hereunder.
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 sufficient funds are not otherwise available for payments hereunder 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 the provisions hereof, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part upon written notice ("Termination Notice"). Upon receipt of such Termination Notice, CONTRACTOR shall immediately discontinue all Services (unless otherwise directed in such Termination Notice) and notify COUNTY in writing of the status of CONTRACTOR's performance of Services hereunder. The date of termination shall be the date the Termination Notice is received by CONTRACTOR, unless the Termination Notice directs otherwise.
- B. By CONTRACTOR. Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option, terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written Notice to COUNTY of such late payment.

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1. **For Convenience.** CONTRACTOR 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.
  
- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory Services performed as of 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 Maximum Contract Amount, or for profit on unperformed portions of Services. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the Services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the Services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

**20. SECTION HEADINGS**

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

**21. SEVERABILITY**

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

**22. REMEDIES NOT EXCLUSIVE**

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

**23. TIME IS OF THE ESSENCE**

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

**24. NO WAIVER OF DEFAULT**

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

**25. ENTIRE AGREEMENT AND AMENDMENT**

This Agreement, including all Exhibits attached hereto, contains the entire understanding and agreement of the Parties with respect to the subject matter hereof, and there have been no promises, representations, agreements,

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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, duly executed by each of the Parties and by no other means. Each Party waives its future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

**26. SUCCESSORS AND ASSIGNS**

This Agreement is binding on and inures to the benefit of the Parties and their respective successors and permitted assigns in accordance with Section 18, above.

**27. COMPLIANCE WITH LAW**

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

**28. CALIFORNIA LAW AND JURISDICTION**

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

**29. EXECUTION OF COUNTERPARTS**

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

**30. AUTHORITY**

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

**31. SURVIVAL**

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

**32. REQUIRED FEDERAL PROVISIONS**

The Parties agree to, and CONTRACTOR shall abide by, the terms and conditions set forth in Exhibit D (Required Federal Provisions), attached hereto and incorporated herein by reference.



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**EXHIBIT A-1**

**GENERAL STATEMENT**

**OF WORK**

CONTRACTOR shall provide transitional beds and services to clients on an ongoing basis within the CONTRACTOR'S facility located at 816 Cacique St, Santa Barbara, CA 93103 ("facility"). "Bed" is defined as a single occupancy bed that includes a frame and mattress.

Services also include, but are not limited to:

- Individualized service plans
- Housing assistance
- Transportation
  - Treatment programs
  - Appointments
- Crisis management
- Court advocacy
- Case management services
- Provide evening meal, breakfast, shower, mail, and locker services
- Coordinate employment services

The daily rates for a beds and the services included is \$85.00.

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**EXHIBIT A-2**

**STATEMENT OF WORK**  
**BEHAVIORAL WELLNESS DEPARTMENT**  
**TRANSITIONAL HOUSING BED SERVICES**

County representatives authorized to administer this Exhibit A to the Agreement for and on behalf of the County's Department of Behavior Wellness (subject to administration and oversight of the entire Agreement by the COUNTY Representative specified in Section 1 of the Agreement):

- Administering Services (including BWell member referrals):
  - Eugene Morales – Housing Program Manager – [emorales@sbcbbwell.org](mailto:emorales@sbcbbwell.org)
- Billing and Invoicing
  - Christie Boyer – Associate Director-Finance - [cboyer@sbcbbwell.org](mailto:cboyer@sbcbbwell.org)

1. **PROGRAM SUMMARY.** CONTRACTOR provides shelter services as described in Section 3, below, at the facility to mentally ill individuals who are homeless, at risk of homelessness, or living in substandard housing (the "Program").

The Program will be located at:

816 Cacique St, Santa Barbara, CA 93103.

2. **PROGRAM GOALS.** The goals of the Program are to:
- A. Provide housing support services to assist Program participants ("members") with securing 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 homeless households by identifying existing strengths and areas of need, and teaching problem solving skills. Contractor shall provide daily reserved shelter beds for homeless, members with behavioral health conditions who are screened and referred by the County Department of Behavioral Wellness ("Behavioral Wellness" or "BWell") Homeless Services Case Manager. The number of beds the Contractor shall reserve for such BWell-referred members ("BWell members") is detailed in the attached EXHIBIT B-1 (Schedule of Rates and Exhibit Maximum – MHS). Contractor shall be reimbursed for Program services provided to BWell members as described in *EXHIBIT B-1 (Schedule of Rates and Exhibit Maximum – MHS)*
- A. Contractor shall:
    - 1. Provide facilities and supplies needed for Members to maintain their with personal hygiene;
    - 2. Assist members to access community supports and resources; and
    - 3. 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.
    - 4. Coordinate employment services with on-site homeless services case manager and/or other behavioral health service providers.

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5. Weekly service coordination with clinical team.
  6. Housing Support Services to assist members with securing stable housing.
  7. Case Management Services to assist members with engagement in self-sufficiency and treatment services.
4. **CARE COORDINATION.** BWell staff will provide the following services to BWell members. Contractor services do not include the services set forth in Paragraphs A through G, below, which are generally provided by BWell staff:
- A. **Doctor appointments.** BWell staff will set up appointments for BWell members with a BWell psychiatrist and facilitate the Zoom appointments using BWell laptops in the designated facility's office.
  - B. **Primary Healthcare and Transportation.** BWell staff will help members get connected to primary healthcare and may facilitate transportation to those appointments.
  - C. **Treatment.** BWell staff will meet with BWell members at the facility's 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 Homeless Management Information System ("HMIS") and work to get them moved into more permanent housing.
  - E. **Other Case Management.** BWell staff will also provide the following other case management services for BWell members: Social Security coordination, assistance obtaining California ("CA") Identification, and transportation to appointments.
  - F. **Substance Use Disorder ("SUD") Services.** BWell staff will assist BWell members in getting linked to SUD services.
  - G. **Medications.** Behavioral Wellness medical support staff will deliver medications to BWell members at the facility and meet with them to provide them with any injectable medications.
5. **MEMBERS.** Contractor shall provide the services described in Section 3 above, to individuals who met the following criteria:
- A. Individuals with severe mental illness (defined by Departmental Intake Assessments conducted by Mental Health Clinicians) 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. Individuals referred to Contractor in writing by BWell's Homeless Services Case Manager or a BWell Homeless Outreach Worker.
  - 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 BWell member for a length of stay until the BWell member finds suitable housing and so long as the BWell member continues to be appropriate for the Program. The

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suitability of housing and the member's appropriateness for the program is determined in collaboration between the Behavioral Wellness's Homeless Services Case Manager and Contractor. Contractor shall accommodate members for the length of stay as determined during the collaboration meeting between Contractor 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.

Contractor 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 BWell member needing to be exited from the Program so that appropriate interventions can be provided to reduce likelihood of the BWell member needing to be exited. Should Contractor determine that a BWell member is no longer appropriate for the program and facility, Contractor shall have the ability to exit the BWell member following notification to the Behavioral Wellness Homeless Services Case Manager and Team Supervisor.

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

Contractor shall not discharge any member other than in compliance with all of the requirements set forth in California Civil Code Section 1954.09. Contractor shall provide each member, at the commencement of such member's occupancy of Contractor's facility, with all of the written notices required to be provided upon occupancy commencement under California Civil Code Section 1954.09.

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

**7. ADMISSION PROCESS.**

- A.** All referrals of BWell members will be coordinated through BWell Homeless Case Services Manager or BWell Homeless Outreach Worker. 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 BWell member referrals by secure email.
- C.** Contractor shall provide on-site staff to admit BWell members seven (7) days per week. Contractor shall coordinate with the Behavioral Wellness Homeless Services Case Manager, who shall be available a minimum of twenty (20) hours each week. For emergencies, Contractor will call the BWell 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 BWell member, or BWell 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 BWell 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 immediately notify the BWell Homeless Services Case Manager, of the situation and will advise of any action taken to ensure the safety and well-being of the BWell member, other members, volunteers, and staff.

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- 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 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 the facility, 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, member 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 member 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. Member 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

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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 BWell members. Contractor shall provide the County with private space for individual counseling and confidential telehealth and psychiatry for use by the BWell Homeless Services Team during business hours, consistent with the privacy and security requirements of this Agreement including, but not limited to, 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 BWell members 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 members 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 member 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 members 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 members 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

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**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](mailto: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](mailto: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 earlier.
- 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 25<sup>th</sup> of the preceding month. Monthly programmatic reports shall include the following:

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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.**

- A.** Behavioral Wellness may 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.

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**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

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 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.

**19. PROGRAM GOALS, OUTCOMES, AND MEASURES**

**A.** Contractor shall meet the goals of the Transitional Housing Bed Services with the following outcomes and measures:

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

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**BEHAVIORAL HEALTH BRIDGE HOUSING PROGRAM (specific to Exhibit A-2)**

**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 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.**

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- 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 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.

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**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

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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.

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**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.**

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- 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.

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Contractor shall, if applicable, comply with the Single Audit Act and the audit requirements set forth in 2 C.F.R. § 200.501 (2014)

**Payment Arrangements (applicable to programs described in this Exhibit A-2)  
Periodic Compensation**

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

For Contractor services to be rendered under this Agreement and under this Exhibit A-2, Contractor shall be paid at the rate specified in Exhibit B-1-MHS, attached hereto, in an aggregate amount not exceed the Maximum Exhibit Amount for this Exhibit A-2 set forth in Section II, below, and Exhibit B-1 MHS (Schedule of Rates and Exhibit Maximum).

**I. PAYMENT FOR SERVICES.**

- A.** Payment for services shall be made upon Contractor's satisfactory performance, based upon the scope and methodology contained in this Exhibit A-2 as determined by County. Payment for services shall be based upon the expenses as defined in Exhibit B-1 MH (Schedule of Rates and Exhibit 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, described in this Exhibit A-2, 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 A-2. Funds for these services are included within the Maximum Exhibit Amount.

**II. MAXIMUM EXHIBIT AMOUNT.**

The aggregate amount payable to Contractor for services provided under this Exhibit A-2 shall not exceed **\$117,045** ("Exhibit A-2 Maximum Exhibit Amount"), 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, above. Notwithstanding any other provision of this Agreement, in no event shall County pay Contractor more than the Exhibit A-2 Maximum Exhibit Amount for Contractor's performance hereunder.

**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 BWell members receiving services under this Agreement shall be utilized by Contractor only for the delivery of service units specified in Exhibit A-2 and Exhibit 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

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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](mailto: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 Exhibit 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-2 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 BWell Billing and Invoicing representative identified at the beginning of this Exhibit A-2, above, shall review the monthly claim(s) and invoices from Contractor 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 this Exhibit A-2.

**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

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of Federal Awards, (45 CRF 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.

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**EXHIBIT B-1 MHS  
DEPARTMENT OF BEHAVIORAL WELLNESS  
SCHEDULE OF RATES AND EXHIBIT A-2  
MAXIMUM**

CONTRACTOR NAME: Mercy House Living Centers

FISCAL YEAR: April 10, 2026 - June 30, 2026

Contracted Service	Service Type	Reimbursement Method	Beds	Daily Rate	Non-Medi-Cal Contract Allocation
Non-Medi-Cal Billable Services	Transitional Housing	Negotiated Rate	Up to 17 beds	\$85 per Bed per Day	\$117,045
<b>Total Exhibit Maximum</b>					<b>\$117,045</b>

Exhibit Maximum by Program & Estimated Funding Sources			
Funding Sources (1)	PROGRAM(S)		Total
	Transitional Housing		
Realignment / BHBH	\$117,045		\$117,045
Grants	\$ -		\$ -
Other County Funds	\$ -		\$ -
<b>TOTAL EXHIBIT PAYABLE:</b>	<b>\$117,045</b>		<b>\$117,045</b>

CONTRACTOR SIGNATURE: \_\_\_\_\_

FISCAL SERVICES SIGNATURE: \_\_\_\_\_

(1) The COUNTY may reallocate between funding sources at his/her discretion during the term of the Exhibit, 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 Exhibit A-2 Maximum Exhibit Amount and does not require an amendment to the Agreement.

(2) Contractor shall reserve seventeen (17) beds for BWell members. 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. 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.

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**EXHIBIT A-3**

**STATEMENT OF WORK  
SOCIAL SERVICE DEPARTMENT**

**TRANSITIONAL HOUSING BED SERVICES**

County representatives authorized to administer this Exhibit A to the Agreement for and on behalf of Department of Social Services:

- Cathy DeCaprio Wells – Program /Business Leader – 805-346-7609 – [cdecap@countyofsb.org](mailto:cdecap@countyofsb.org)
- Marianne Reagan – Program / Business Leader – 805-681-4529 – [mreaga@countyofsb.org](mailto:mreaga@countyofsb.org)
- and/or their assigned designees

**I. PURPOSE**

CONTRACTOR shall provide beds and case management services for County of Santa Barbara Department of Social Services (“DSS”) clients who are receiving Adult Protective Services (“APS”) while arrangements are made for transitional and/or permanent housing.

**II. BACKGROUND**

The goal of the CONTRACTOR is to help unhoused individuals find housing, employment, and services which will enable the individual to live a safe and stable life. CONTRACTOR shall provide a year-round transitional shelter of beds for DSS APS clients upon DSS referral.

**III. ROLES AND RESPONSIBILITIES**

A. CONTRACTOR shall:

- Accept referrals from DSS for APS clients who are homeless, and whose circumstances render such clients incapable of protecting themselves from health and safety hazards as determined by APS social worker.
- Provide a staff contact for intake 24 hours per day, 7 days per week. Upon receipt of referral for APS Client, the staff contact will provide verbal response to APS social worker regarding bed availability within 60 minutes. Beds may not be held for APS clients and referrals will be accepted based upon bed availability. If no bed is available at the time of referral, the next available bed will be given to the APS client.
- Provide a staff person to participate in meetings as requested to coordinate service delivery for APS clients accepted by CONTRACTOR.
- Report all incidents and concerns regarding APS Clients to APS social worker as soon as possible and no later than within 24 hours. In the event that a client is being discharged from CONTRACTOR’s services, APS social worker shall be notified immediately. CONTRACTOR shall not discharge any client other than in compliance with all of the requirements set forth in California Civil Code Section 1954.09. CONTRACTOR shall provide each client, at the commencement of such client’s occupancy of CONTRACTOR’s shelter, with all of the written notices required to be

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provided upon occupancy commencement under California Civil Code Section 1954.09.

- v. Report to APS all instances of known or suspected elder abuse or neglect in accordance with the law.
- vi. Provide on-site case management services to the APS clients at the shelter, including housing navigation and support, transportation, counseling services, employment services, and referrals to community resources and services.
- vii. APS clients will be entered into the Homeless Management Information System (HMIS) and the Coordinated Entry System with the goal of securing stable housing.

B. COUNTY shall:

- i. Make referrals to CONTRACTOR for APS clients who are homeless or at risk of becoming homeless, and whose circumstances render such client incapable of protecting themselves from health and safety hazards as determined by APS social worker. Client referrals shall meet the following criteria:
  - 1. Client is able to function independently or with reasonable assistance;
  - 2. Client agrees to participate in APS service plan; and
  - 3. Client does not display alcohol and/or substance dependence or acute mental disorder.
- ii. Provide or arrange for transportation to the shelter at the agreed upon time upon notification of bed availability.
- iii. Provide ongoing APS case management services to clients referred for duration of stay.
- iv. Provide APS social work staff to participate in meetings as requested to coordinate service delivery for APS clients accepted by CONTRACTOR.
- v. Notify CONTRACTOR within 24 hours of changes in clients' status and immediately upon termination of APS services.

**IV. REPORTING REQUIREMENTS**

CONTRACTOR will provide quarterly statistical reports as requested by COUNTY.

**V. BUDGETED SERVICE LEVEL**

Beds at \$85.00, per bed night. This rate includes three meals per day, as well as the full range of services available at the shelter, including housing navigation, counseling services and employment services.

Exhibit A-3, Statement of Work maximum aggregate amount: \$50,000.00

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**EXHIBIT A-4**

**STATEMENT OF WORK  
PROBATION DEPARTMENT**

**TRANSITIONAL HOUSING BED SERVICES**

County representatives authorized to administer this Exhibit A to the Agreement for and on behalf of Department of Probation:

Emir Saafir – Adult Services Probation Manager – 805-803-8543 – [esaafir@countyofsb.org](mailto:esaafir@countyofsb.org)

CONTRACTOR shall provide the following services for Transitional Living in Santa Barbara for Post Release Community Supervision (PRCS) and Post Sentence Supervision (PSS) clients (“Clients”), funded through Realignment (AB 109):

A. Service Component:

1. CONTRACTOR shall provide available transitional beds to clients on an ongoing basis at the negotiated rate of \$85.00 per day. Beds can be defined as a single occupancy bed, that includes a frame and mattress within the CONTRACTOR’s facility located at 816 Cacique St, Santa Barbara, CA 93013 (“facility”).
2. CONTRACTOR shall accept all COUNTY referrals of clients who are homeless and require a living environment, except referrals of clients who have prior unlawful killing convictions, or have been convicted for violent sexual offenses. CONTRACTOR shall make every effort to accept COUNTY referrals. CONTRACTOR may, at its option, refuse referrals based on the clients’ previous history at the facility, their unsuitability for the communal living environment, or individuals who do not agree to respect the CONTRACTOR’s operational rules. CONTRACTOR shall notify COUNTY, within twenty-four (24) hours of its refusal of any COUNTY referrals.
3. CONTRACTOR will provide clients with a full range of services which include but are not limited to, Individualized Service Plans, housing assistance, monitored medication distribution, assistance in obtaining medication refills, transportation, crisis management, court advocacy, and other case management services as required. Transportation includes transportation to treatment programs or appointments at the Probation Report and Resource Center (PRRC). Individualized Service Plans will be provided to COUNTY on a monthly basis attached to the monthly invoice.
4. CONTRACTOR will provide services to clients with the objective of the client becoming self-sufficient and transitioning to a more stable and/or permanent living situation. Stable housing is defined as a regular nighttime residence or having a primary nighttime residence that is not a temporary shelter or other place not designed for sleeping.

B. Description of Component:

1. CONTRACTOR shall provide clients staying in transitional beds three (3) meals per day and the cost for meals is included in the negotiated rate of \$85.00 per day.

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2. The facility shall meet all applicable California health, safety and fire code standards to include, but not limited to, the requirements under California Health and Safety Code Sections 13113.7 and 17910 - 17995.5. Further, the facility shall provide adequate space to accommodate each individual comfortably.

3. COUNTY referred clients in CONTRACTOR's facility shall attend available programming within the facility or as referred to community programs that may include, non-residential drug and alcohol treatment (e.g. Alcoholics Anonymous/Narcotics Anonymous [AA/NA], substance abuse treatment, individual or group treatment, or programming at the Probation Report & Resource Center), if deemed appropriate, based on intake assessment completed by CONTRACTOR.

4. CONTRACTOR shall notify COUNTY, within twenty-four (24) hours of CONTRACTOR's knowledge, that a referred individual in its facility is failing to attend non-residential services or has submitted a urine sample that has tested positive for a controlled substance or for a medication for which they do not have a physician's prescription.

5. CONTRACTOR must maintain Policy and Procedures governing staff conduct, client rights, client property and other matters pertaining to facility rules affecting the living conditions or privileges of the client. A signed copy of the Client rights must be given to each Client at intake by CONTRACTOR.

6. CONTRACTOR shall report all Client discharges, departures, and treatment program violations to COUNTY within twenty-four (24) hours. CONTRACTOR shall not discharge any client other than in compliance with all of the requirements set forth in California Civil Code Section 1954.09. CONTRACTOR shall provide each Client, at the commencement of such Client's occupancy of the facility, with all of the written notices required to be provided upon occupancy commencement under California Civil Code Section 1954.09.

7. CONTRACTOR shall inform COUNTY, within twenty-four (24) hours upon learning of any allegation of staff misconduct toward a client and/or client to client. Misconduct includes but is not limited to harassment, sexual harassment, violence or any type of impropriety (i.e., violation of CONTRACTOR's professional code of conduct and/or ethics). CONTRACTOR shall investigate the allegations and keep COUNTY informed of its investigation. CONTRACTOR will inform the COUNTY as to the progress of the investigation and resolution of the situation. CONTRACTOR shall respect the rights of alleged victim(s) and conduct appropriate investigations so that facts can be ascertained. With consent from the County, and following CONTRACTOR's policies and procedures if the allegation(s) are found to be based on facts (i.e., have merit), CONTRACTOR shall ensure that the staff or client is appropriately dealt with, and that corrective measures are put in place to reduce the possibility of future misconduct.

8. CONTRACTOR will maintain data on all referred clients which will include, but not be limited to client specific Individualized Service Plans, progress towards that plan, and the client's outcomes and status after they stop receiving services.

C. Budgeted Service Level:

1. Beds at \$85.00, per bed night. This rate includes three meals per day.

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D. Location of Service:

1. 816 Cacique St, Santa Barbara, CA 93103

E. Performance Measures:

1. 90% of clients will have an Individualized Service Plan (ISP) completed within 10 days of entry into the facility and a copy will be sent to COUNTY on a monthly basis along with the monthly invoice. ISP will include goals/objectives, what programs the client was referred to, referral date, and action steps.
2. 100% of clients who are employable, will be provided with on-site employment assistance and/or referred to the Probation Report and Resource Center (PRRC) for employment assessment and service referral.
3. 100% of clients will be entered into the Homeless Management Information System (HMIS) and the Coordinated Entry System with the goal of securing stable housing. Stable housing is defined as a regular nighttime residence or having a primary nighttime residence that is not a temporary shelter or other place not designed for sleeping. The clients stable housing goal will be documented and provided to COUNTY on a monthly basis.
4. CONTRACTOR will notify COUNTY within 24 hours for all clients who abscond from the facility.
5. CONTRACTOR will capture data on all clients at the time they leave the facility ("exit/discharge") to include exit date, exit reason, number of bed days utilized, and provide the data to COUNTY.

F. Other Requirements:

1. CONTRACTOR shall not allow the use or possession of drugs, including alcohol, in the workplace or facility by anyone.
2. CONTRACTOR shall report the following incidents to the COUNTY within twenty-four (24) hours (excluding holidays and weekends) of occurrence while clients are receiving services under this Agreement:
  - a. Physical confrontation between staff and client, between clients, clients and non-staff, between staff and non-staff, and any threats of violence, including self-inflicted violence;
  - b. Any law violation;
  - c. Possession of any illegal drugs, paraphernalia, weapons or other contraband;
  - d. Failure or refusal to participate in or receive services; and
  - e. Client discharge or disqualification, exclusion, or termination from receiving services and reasons for said discharge or disqualification.
3. CONTRACTOR shall ensure that all existing staff and prospective staff performing services as part of, related to, or in connection with this Agreement have a criminal record check at the expense of CONTRACTOR. CONTRACTOR shall complete and submit the Staff Records Check form (Attachment A-4-1) as appropriate for existing and prospective staff or volunteers.

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4. Existing and Prospective CONTRACTOR staff or volunteer may commence services only after the results of the criminal background check have been received by CONTRACTOR and the person is deemed as suitable for work with CONTRACTOR.
5. Failure by CONTRACTOR to comply with the criminal records check requirements may result in withholding of invoice payments until compliant.

G. Staff Professional Standards:

1. CONTRACTOR shall warrant that all employees under this contract have background, training, work experience, licenses, and supervision necessary for the performance of services in a manner of, and according to the standards observed by, a practitioner of the same profession and in keeping with all federal, state and county laws. CONTRACTOR shall provide a list of current employees and copies of permits, licenses, certifications or other documents certifying employee training and qualifications upon demand from COUNTY.
2. CONTRACTOR shall provide to COUNTY copies of permits, licenses, certifications or other documents certifying the training and qualifications of all new staff, employees and volunteers performing work under this Agreement. Such documentation shall be provided to COUNTY no later than 30 days upon COUNTY's request.
3. CONTRACTOR will ensure that staff are culturally proficient with the necessary knowledge, skills, attitudes, and beliefs that enable people to work well with, respond effectively to, and be supportive of people in cross-cultural settings. Bilingual and bicultural staff are desirable to ensure the workforce reflects the population served.

H. Confidentiality:

1. CONTRACTOR agrees to maintain the confidentiality of client records and/or client information pursuant to: Title 42 United States Code (U.S.C.) section 290 dd-2; Title 42 Code of Federal Regulations (C.F.R.), Part 2; Title 22 California Code of Regulations (Cal. Code Regs.) Section 51009; Welfare & Institutions Code (Welf. & Inst. Code) sections 14100.2 and 5328; Health and Safety Code (Health & Saf. Code) sections 11812 and 11845.5; Civil Code Sections 56 – 56.37, 1798.80 – 1798.82, and 1798.85; and Penal Code (Pen. Code) sections 11140, 11142 and 13300. Client records and/or information must comply with all appropriate State and Federal requirements. 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 these services or other uses authorized by law that are not in conflict with requirements for confidentiality contained in the preceding codes.

I. Status Reports:

1. CONTRACTOR shall complete the Summary or Services Worksheet as provided by COUNTY to include a complete list of clients and services provided. CONTRACTOR shall submit the Summary of Services Worksheet electronically in Excel format with monthly invoices. COUNTY shall provide an electronic version to CONTRACTOR at start of contract period.

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2. CONTRACTOR shall complete a Summary Services Worksheet (Attachment A-4-2) to include a complete list of client referrals received, services provided, exits, and discharge details as identified in Attachment A-4-2

J. Meetings:

1. CONTRACTOR shall participate in meetings held by COUNTY or COUNTY's designee and (if applicable) cooperate in data collection and provide data as requested by COUNTY or COUNTY designated representative.
2. CONTRACTOR shall participate in monthly meetings at the Probation Report & Resource Center to share information, address issues, and identify opportunities to improve service provision to clients.

K. Training:

1. CONTRACTOR will ensure all employees maintain valid First Aid and CPR certifications.
2. CONTRACTOR staff performing work under this Agreement shall participate in at least one (1) training session on Evidence-Based Practices (EBPs). Training sessions relevant to EBPs should cover at least one (1) of the eight (8) criminogenic needs that have been identified through research as factors that are predictive of committing crimes.. CONTRACTOR shall provide documentation to COUNTY of staff's attendance at the EBP training session(s).
3. CONTRACTOR staff performing work under this agreement shall participate in at least one (1) training per year on implicit bias in addition to any training required to provide services.
4. Training requirements under this agreement shall be at no cost to the COUNTY.

CONTRACTOR and COUNTY agree that immaterial changes to the agreement including authorizing additional services, amending program staffing requirements, amending service locations, and adding program goals, outcomes, and measures and reallocation of funds between funding sources may be authorized by the Chief Probation Officer or designee in writing and will not constitute an amendment to this agreement. CONTRACTOR and COUNTY agree that line-item budget changes not to exceed 10% of the stated line-item budgeted amounts for each service may be authorized by the Chief Probation Officer or designee in writing and will not constitute an amendment to this agreement.

Exhibit A-4, Statement of Work maximum aggregate amount: \$23,290.00





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**EXHIBIT B**

**PAYMENT ARRANGEMENTS**

**Periodic Compensation**

- A. For CONTRACTOR Services to be rendered under this Agreement during the Term, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, to the extent approved in advance by COUNTY in each instance, not to exceed **\$250,000.00**.
- B. Payment for Services and reimbursement of costs, to the extent approved in advance by COUNTY in each instance, shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in Exhibits A-1 through A-4 , above, as determined by COUNTY.
- C. Monthly, CONTRACTOR shall submit to the COUNTY contact listed on the applicable Statement of Work an invoice for the Services performed over the period specified. Each invoice must clearly identify the Services performed and must reference the assigned Master Service Agreement Contract Number. The COUNTY authorized representative set forth in Section 1, above, shall evaluate the quality of the Services performed and, if found to be satisfactory, shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory Services within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings, or to seek any other legal remedy.

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**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 higher limits than the minimums shown above, the COUNTY requires and shall

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be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

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 if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR'S insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
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.

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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.

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**EXHIBIT D**

**FEDERAL CLAUSES**

**Additional Federal Clauses Applicable for Federal Funding under this Agreement:**

**(2 CFR § 200.326; 2 CFR Part 200, Appendix II, Required Contract Clauses)**

1. REMEDIES FOR NONCOMPLIANCE

In the event COUNTY determines, in its sole discretion, that CONTRACTOR is not in compliance with the terms and conditions set forth herein, COUNTY may:

- A. Require payments as reimbursements rather than advance payments;
- B. Withhold authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance;
- C. Require additional, more detailed financial reports;
- D. Require additional project monitoring;
- E. Requiring CONTRACTOR to obtain technical or management assistance; or
- F. Establish additional prior approvals.

2. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, CONTRACTOR agrees as follows:

- A. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- C. CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of CONTRACTOR'S commitments under this section,

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and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- D. CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of CONTRACTOR'S noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

3. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

- A. Clean Air Act
  - (1) CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
  - (2) CONTRACTOR agrees to report each violation to the California Environmental Protection Agency and understands and agrees that the California Environmental Protection Agency will, in turn, report each violation as required to assure notification to the COUNTY, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
  - (3) CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
- B. Federal Water Pollution Control Act

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- (1) CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) CONTRACTOR agrees to report each violation to the California State Water Resources Control Board and understands and agrees that the California State Water Resources Control Board will, in turn, report each violation as required to assure notification to the COUNTY, Federal Agency which provided funds in support of this Agreement, and the appropriate Environmental Protection Agency Regional Office.
- (3) CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

4. 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. This certification is a material representation of fact relied upon by COUNTY. If it is later determined that CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the California Governor's Office of Emergency Services and COUNTY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- C. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such CONTRACTOR is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- D. CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- E. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

5. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

CONTRACTOR shall file the required certification attached as Exhibit E, *Certification for Contracts, Grants, Loans, and Cooperative Agreement (Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (As Amended)*, which is incorporated herein by this reference. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier

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shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

6. PROCUREMENT OF RECOVERED MATERIALS

- A. CONTRACTOR must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- B. CONTRACTOR should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are bio based, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14056, section 101, Policy.

7. CHANGES

- A. Notice. The primary purpose of this clause is to obtain prompt reporting of COUNTY conduct that CONTRACTOR considers to constitute a change to this contract. Except for changes identified as such in writing and signed by COUNTY, the Contractor shall notify the COUNTY in writing promptly, within five (5) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the CONTRACTOR regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state
- i. The date, nature, and circumstances of the conduct regarded as a change;
  - ii. The name, function, and activity of each Government individual and CONTRACTOR official or employee involved in or knowledgeable about such conduct;
  - iii. The identification of any documents and the substance of any oral communication involved in such conduct;
  - iv. In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
  - v. The particular elements of contract performance for which CONTRACTOR may seek an equitable adjustment under this clause, including:
    - What line items have been or may be affected by the alleged change;
    - What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;

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- To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
  - What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- vi. CONTRACTOR'S estimate of the time by which COUNTY must respond to CONTRACTOR'S notice to minimize cost, delay or disruption of performance.
- B. Continued Performance. Following submission of the required notice, CONTRACTOR shall diligently continue performance of this Agreement to the maximum extent possible in accordance with its terms and conditions as construed by the CONTRACTOR.
- C. COUNTY Response. COUNTY shall promptly, within ten (10) calendar days after receipt of notice, respond to the notice in writing. In responding, COUNTY shall either --
- i. Confirm that the conduct of which CONTRACTOR gave notice constitutes a change and when necessary direct the mode of further performance;
  - ii. Countermand any communication regarded as a change;
  - iii. Deny that the conduct of which CONTRACTOR gave notice constitutes a change and when necessary direct the mode of further performance; or
  - iv. In the event the Contractor's notice information is inadequate to make a decision, advise CONTRACTOR what additional information is required, and establish the date by which it should be furnished and the date thereafter by which COUNTY will respond.
- D. Equitable Adjustments.
- i. If the COUNTY confirms that COUNTY conduct effected a change as alleged by the CONTRACTOR, and the conduct causes an increase or decrease in the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Agreement, whether changed or not changed by such conduct, an equitable adjustment shall be made --
    - In the contract price or delivery schedule or both; and
    - In such other provisions of the Agreement as may be affected.
  - ii. The Agreement shall be modified in writing accordingly. The equitable adjustment shall not include increased costs or time extensions for delay resulting from CONTRACTOR'S failure to provide notice or to continue performance as provided herein.

8. ACCESS TO RECORDS

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The following access to records requirements apply to this Agreement:

- A. CONTRACTOR agrees to provide COUNTY, the California Governor's Office of Emergency Services, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- B. CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.

9. USE OF U.S. DEPARTMENT OF HOMELAND SECURITY (DHS) LOGO

CONTRACTOR shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

10. COMPLIANCE WITH FEDERAL LAWS, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund this Agreement. CONTRACTOR will only use FEMA funds as authorized herein. CONTRACTOR will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives

11. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, CONTRACTOR, or any other party pertaining to any matter resulting from the Agreement.

12. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR'S actions pertaining to this Agreement.

13. MANDATORY DISCLOSURE

CONTRACTOR must promptly disclose to the COUNTY whenever it has credible evidence of a commission of a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code or a violation of the civil False Claims Act (31 U.S.C. §§ 3729-3733). The disclosure must be made in writing to COUNTY. In addition, CONTRACTOR is required to report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM) located at [www.sam.gov](http://www.sam.gov). Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.339 Remedies for noncompliance, including suspension or debarment. (See also 2 CFR part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.)

14. DOMESTIC PREFERENCES FOR PROCUREMENTS

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- A. CONTRACTOR should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirement of this section must be included in all subawards, contracts, and purchase orders under Federal awards.
- B. For purposes of this section:
- i. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
  - ii. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**15. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

- A. CONTRACTOR is prohibited from obligating or expending loan or grant funds to:
- i. Procure or obtain covered telecommunications equipment or services;
  - ii. Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
  - iii. Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.
- B. As described in Public Law 115-232, section 889, "covered telecommunications equipment" means and of the following:
- i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
  - ii. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - iii. Telecommunications or video surveillance services provided by such entities or using such equipment.
  - iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

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- C. For the purposes of this section, “covered telecommunications equipment or services” also includes systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- D. In implementing the prohibition under section 889 of Public Law 115-232, heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- E. CONTRACTOR certifies that it will comply with the prohibition on covered telecommunications equipment and services in this section. CONTRACTOR is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting grant funding and those provided upon submitting payment requests and financial reports.
- F. For additional information, see section 889 of Public Law 115-232 and 2 C.F.R. § 200.471.

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**EXHIBIT E**

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS  
(Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (As Amended))**

The undersigned CONTRACTOR certifies, to the best of his or her knowledge, that:


1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, CONTRACTOR understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signed by:  
  
440F54C15ABD4A8...

Larry Haynes, CEO

4/9/2026 | 3:05 PM PDT

Date