

AGREEMENT FOR SERVICES
BETWEEN
COUNTY OF SANTA BARBARA
AND
NBCC dba NEW BEGINNINGS COUNSELING CENTER

Whole Person Care-Like Capacity Program – Housing for Seniors Program

THIS Agreement is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereinafter "COUNTY") and NBCC (New Beginnings Counseling Center), a California not-for-profit public benefit corporation, (hereinafter "CONTRACTOR").

WHEREAS, the State of California's Fiscal Year 2019-2020 adopted budget included an allocation of \$20 million to be allocated to those counties without a Whole Person Care-like Capacity grant; and

WHEREAS, according the California Department of Health Care Services' ("DHCS") October 18, 2020 announcement, "[t]he 2019-20 Governor's Budget encourages additional counties to initiate Whole Person Care-like pilot capacity with a one-time funding allocation . . . and multi-year spending authority through June 30, 2025 from the Mental Health Services Fund"; and

WHEREAS, the funding is intended to enable counties to develop and implement essential programs and infrastructure to focus on coordinating health, behavioral health, and critical social services, such as housing, and with priority to those who are homeless or at risk of homelessness and experiencing a mental illness; and

WHEREAS, the County of Santa Barbara will use these funds for activities related to develop and implement essential programs and infrastructure to focus on coordinating health, behavioral health, and critical social services, such as housing, for seniors who are recently homeless or at risk of homelessness and experiencing a chronic disease and/or mental illness; and to build data sharing capacity among health and human services entities; and

WHEREAS, the Board of Supervisors approved the Department of Public health to receive one-time funding on January 28, 2020 in the amount of \$1,166,412.39 to initiate Whole Person Care-Like Capacity to be spent or encumbered by June 20, 2025; and

WHEREAS, CONTRACTOR is one of the entities in Santa Barbara County that provides Supportive Services to homeless persons; and

WHEREAS, CONTRACTOR has experience, knowledge and skill to provide Supportive Services; and

WHEREAS, COUNTY will provide \$498,750 to CONTRACTOR to provide Supportive Services to assist Homeless Senior citizens at NBCC; and

WHEREAS, COUNTY through its Community Services Department (hereinafter "COUNTY CSD") will oversee CONTRACTOR's performance and conduct the review, approval and payment of invoices.

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

1. DEFINITIONS

The following terms have the following meanings wherever used in this Agreement, attached exhibits, or documents incorporated into this Agreement by reference:

“Administrative Costs” mean the costs associated with accounting for the use of funds under this Agreement, preparing reports for submission to COUNTY, similar costs related to administering funds under this Agreement, and staff salaries associated with these administrative costs.

“Agreement” means this legally binding contract entered into between COUNTY and CONTRACTOR.

“COUNTY” means the County of Santa Barbara, a political subdivision of the State of California.

“Eligible Costs” mean costs incurred during the performance of services pursuant to Exhibit A to this Agreement. Eligible Costs are restricted to Supportive Services Costs, Operating Costs, and Indirect Costs.

“Supportive Services Costs” mean costs incurred for the provision of, or referral to, services concerned with employment, health, education, family support services, substance abuse services, victim services, or mental health services.

“HOMELESS” is an individual or family who lacks a fixed, regular, and adequate nighttime residence; an individual or family who will imminently lose their primary nighttime residence; or any individual or family who is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member.

“Operating Costs” mean costs incurred by CONTRACTOR operating a facility in which Supportive Services are provided with respect to (A) the administration, maintenance, repair, and security of such a facility; and (B) utilities, fuels, furnishings, and equipment for such a facility.

“Program” means the provision of Supportive Services as set forth in the Statement of Work attached hereto and incorporated herein as Exhibit A to this Agreement. Any one of these activities constitutes a component of the overall Program funded under this Agreement.

“Supportive Services” mean those services provided by CONTRACTOR as set forth in Section 1 of CONTRACTOR’s Primary Responsibilities in Exhibit A to this Agreement.

1. DESIGNATED REPRESENTATIVE

Dana Gamble at phone number (805) 681-5171 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Kristine Schwarz at phone number (805) 963-7777 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. NOTICES

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

To COUNTY: Director
Santa Barbara County Public Health Department
300 N. San Antonio Road
Santa Barbara, CA 93101

To CONTRACTOR: Kristine Schwarz, Executive Director
NBCC
324 E. Carrillo St, Ste. C
Santa Barbara, CA 93101

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

3. SCOPE OF SERVICES

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

4. TERM

CONTRACTOR shall commence performance on July 1, 2021 and end performance upon completion, but no later than June 30, 2022 unless otherwise directed by COUNTY or unless earlier terminated.

5. COMPENSATION OF CONTRACTOR

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

6. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to COUNTY and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions hereof. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and

protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

7. STANDARD OF PERFORMANCE

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

8. DEBARMENT AND SUSPENSION

CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

9. TAXES

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

10. CONFLICT OF INTEREST

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. 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 that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

12. NO PUBLICITY OR ENDORSEMENT

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

13. COUNTY PROPERTY AND INFORMATION

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

14. RECORDS, AUDIT, AND REVIEW

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 the indemnification and insurance provisions as set forth in EXHIBIT C attached hereto and incorporated herein by reference.

16. NONDISCRIMINATION

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

17. NONEXCLUSIVE AGREEMENT

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

18. NONASSIGNMENT

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

19. TERMINATION

A. By COUNTY. COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.

1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.

2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.
 3. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.
- B. By CONTRACTOR. Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.
- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.
20. SECTION HEADINGS
The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.
21. SEVERABILITY
If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

22. REMEDIES NOT EXCLUSIVE

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

23. TIME IS OF THE ESSENCE

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

24. NO WAIVER OF DEFAULT

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

25. ENTIRE AGREEMENT AND AMENDMENT

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

26. SUCCESSORS AND ASSIGNS

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

27. COMPLIANCE WITH LAW

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

28. CALIFORNIA LAW AND JURISDICTION

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

29. EXECUTION OF COUNTERPARTS

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them

as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

30. AUTHORITY

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

31. SURVIVAL

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

32. PRECEDENCE

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

(Signatures on following pages.)

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date set forth above.


ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: 
Deputy Clerk

COUNTY OF SANTA BARBARA:

Bob Nelson

By: 
Chair, Board of Supervisors

Date: 7/13/2021

RECOMMENDED FOR APPROVAL:

Van Do-Reynoso, MPH, PhD
Public Health Department
Director

By: 
Department Head

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: _____
Deputy

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

By: _____
Deputy County Counsel

APPROVED AS TO FORM:

Risk Management

By: _____
Risk Management

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date set forth above.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA:

Bob Nelson

By: _____
Deputy Clerk

By: _____
Chair, Board of Supervisors

Date: _____

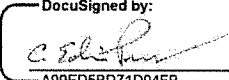
RECOMMENDED FOR APPROVAL:

Van Do-Reynoso, MPH, PhD
Public Health Department
Director

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: _____
Department Head

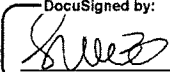
By:  _____
Deputy

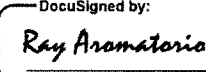
APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

APPROVED AS TO FORM:

Risk Management

By:  _____
Deputy County Counsel

By:  _____
Risk Management

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date set forth above.

“CONTRACTOR”

NBCC

DocuSigned by:
Kristine Schwarz
By: E43E60GEA0FC48A...
Kristine J. Schwarz, Executive Director

DocuSigned by:
Jackie Kurta
By: B994C9C96A4A43D...
Jackie Kurta, President, Board of Directors

DocuSigned by:
Diane Pannuk
By: AFC98646C8134BD...
Diane Pannuk, Member, Board of Directors

EXHIBIT A

Scope of Services

A. INTRODUCTION

NBCC is located at 324 E. Carrillo Street, Ste. C, Santa Barbara, California and provides Shelter Services to Homeless persons.

B. PROJECT DESCRIPTION

1. Purpose

The Housing for Medically Vulnerable Seniors Program addresses the immediate unsheltered homelessness challenges of vulnerable seniors prioritizing those that resided in or currently reside in Roomkey shelters by providing them with case management, rental assistance and rapid rehousing services in order to transition these families and individuals into permanent housing.

2. Services

- a. Using the Housing First Model, two full-time Case Managers to serve 36 unduplicated people county-wide. The dedicated Case management Staff would work to provide supportive services to assist prioritized senior clients (age 55 and older) who are referred to New Beginnings through the Coordinated Entry System and the Department of Public Health:
 - i. to identify and match them to appropriate housing;
 - ii. assist clients with rent and other move-in expenses;
 - iii. and work with senior clients to navigate and ultimately overcome barriers that may prevent them from maintaining their housing long term.
- b. Provide comprehensive case management services and temporary financial assistance in order to house seniors includes, but is not limited to, searching for available housing units, helping clients to become document-ready for housing, negotiating with landlords, completing housing applications, household budgeting, rental unit inspections, accompanying clients to landlord meetings, searching for employment, applying for benefits, obtaining legal, behavioral health and other community resources, etc.
- c. Once housed, housing retention services would include arranging for IHSS and other support services, assisting with securing medication, scheduling medical appointments, arranging transportation, providing education around harm reduction, providing help with ADLs, managing hoarding, obtaining food assistance, etc.
- d. Provide integrated care delivery that incorporates health care needs, behavioral health, and social support via client-centered services to seniors that increases the coordination of, and appropriate access to, care for seniors; works to reduce inappropriate emergency and inpatient utilization; and ultimately improves health outcomes for senior clients served.

3. Levels of Accomplishment

a. Goals

CONTRACTOR will provide the following levels of services during the term of the Agreement:

Whole Person Supportive Services

CONTRACTOR will provide the following levels of services during the term of the Agreement:	Goal	36
Total unduplicated number of persons served		36

b. Performance Measures

CONTRACTOR will meet the following performance measures during the term of the Agreement:

Supportive Services

	Goal
% of participants that will move into permanent housing during enrollment	85%
% of participants that will regularly engage in primary care	75%
% of participants that will decrease number of emergency department visits	50%
% of participants that will decrease number of hospitalizations	40%
% of participants gaining new or increasing income during enrollment	10%
% of participants that will improve health outcomes during enrollment	40%

C. DATA COLLECTION AND REPORTING

1. General

Data collection must be completed in sufficient detail to determine the project’s progress in meeting the goals and performance measures as set forth in Section B.3.

2. Report Schedule

Status Reports are due according to the following schedule:

Period	Due Date
July 1, 2021 – September 30, 2021	October 20, 2021
October 1, 2021 – December 31, 2021	January 20, 2022
January 1, 2022 – March 31, 2022	April 20, 2022
April 1, 2022 – June 30, 2022	July 20, 2022
July 1, 2022 – September 30, 2022	October 20, 2022
October 1, 2022 – December 31, 2022	January 20, 2023
January 1, 2023 – March 31, 2023	April 20, 2023
April 1, 2023 – June 30, 2023	July 20, 2023
July 1, 2023 – September 30, 2023	October 20, 2023
October 1, 2023 – December 31, 2023	January 20, 2024
January 1, 2024 – March 31, 2024	April 20, 2024
April 1, 2024 – June 30, 2024	July 20, 2024

Disbursement of funds is contingent upon receipt of Status Reports.

3. Report Content

Status Reports must contain the following:

- a. APR CONTRACTOR Report generated from the Santa Barbara County Homeless Management Information System (HMIS),
- b. Data on goals and permanent measures as set forth in Section B.3.,
- c. Data on funding received for the project from all sources, and
- d. Signature of CONTRACTOR’s Executive Director or his or her designee attesting to the accuracy of the information submitted.

See Attachment A1 for a Status Report sample.

Attachment A1 Status Report Sample

State WPC

Quarterly Status Report

County of Santa Barbara
Community Services Department

Instructions: Submit this status report to Roc Lowry, Housing Program Specialist by email to roclowry@co.santa-barbara.ca.us.

- | | | | |
|-------------------------------------------------------------------|--------------------------------------------------------------------|------------------------------------------------------------------|-------------------------------------------------------------------|
| <input type="checkbox"/> Quarter 1
7/1/2021 – 9/30/2021 | <input type="checkbox"/> Quarter 2
10/1/2021-12/31/2021 | <input type="checkbox"/> Quarter 3
1/1/22 – 3/31/2022 | <input type="checkbox"/> Quarter 4
4/1/2022 -6/30/2022 |
| <input type="checkbox"/> Quarter 5
7/1/2022 – 9/30/2022 | <input type="checkbox"/> Quarter 6
10/1/2022-12/31/2022 | <input type="checkbox"/> Quarter 7
1/1/23 – 3/31/2023 | <input type="checkbox"/> Quarter 8
4/1/2023 -6/30/2023 |
| <input type="checkbox"/> Quarter 9
7/1/2023 – 9/30/2023 | <input type="checkbox"/> Quarter 10
10/1/2023-12/31/2023 | <input type="checkbox"/> Quarter 11
1/1/24 – 3/31/2024 | <input type="checkbox"/> Quarter 12
4/1/2024 -6/30/2024 |

Agency <u>New Beginnings Counseling Center</u>	Contact Person <u>Kristine Schwarz</u>
Project <u>Housing for Medically Vulnerable Seniors Program - WPC</u>	Phone Number <u>805-963-7777 ext.144</u>
Contract # _____	Email Address <u>kschwarz@sbnbcc.org</u>

1. CONTRACTOR Report

Generate an APR CONTRACTOR Reports from the Santa Barbara County Homeless Management Information System for the reporting period and attach a print-out to this report.

2. Accomplishments

Goals

	Goal	Quarter	Program-to-Date
Supportive Services			
Total unduplicated number of persons served	36		

Performance Measures

	Goal	Quarter			Program-to-Date		
		Universe (#)	# Meeting Target	% Meeting Target	Universe (#)	# Meeting Target	% Meeting Target
Overnight Parking							
% of participants that will move into permanent housing during enrollment	85%						
% of participants that will regularly engage in primary care	75%						
% of participants that will decrease number of emergency department visits	50%						
% of participants that will decrease number of hospitalizations	40%						
% of participants gaining new or increasing income during enrollment	10%						
% of participants that will improve health outcomes during enrollment	40%						

Attachment A1 Status Report Sample Continued

State WPC

Quarterly Status Report

County of Santa Barbara
Community Services Department

Narrative

Describe the project’s progress in meeting the goals and performance measures as set forth in the Agreement. If the project is not performing as planned, provide an explanation.

3. Race & Ethnicity Data

	Quarter	Program-to-Date
	Total	Total
RACE		
White		
Black/African American		
Asian		
American Indian/Alaskan Native		
Native Hawaiian/Other Pacific Islander		
American Indian/Alaskan Native & White		
Asian & White		
Black/African American & White		
American Indian/Alaskan Native & Black/African American		
Other multi-racial		
Totals in RACE		
ETHNICITY²		
Hispanic or Latino ²		
Not Hispanic or Latino		
Totals in ETHNICITY		

4. Project Funding

Report funding received for the **project** during the quarter and year-to-date by source.

Other Funds

	Amount	
Other Federal Funds	\$	
State Funds	\$	
Local Funds	\$	
Private Funds	\$	
Other Funds (<i>Specify fund source below</i>)		
	\$	
	\$	
Total	\$	

¹ Totals in race and Ethnicity must be equal to each other. Please state a Race and Ethnicity for each client.

² Subset of total per racial category. Hispanic or Latino refers to a person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.

Attachment A1 Status Report Sample Continued

State WPC

Quarterly Status Report

County of Santa Barbara
Community Services Department

5. Additional Comments

Provide any additional comments on areas of this report that need explanation.

6. Submission Certification

I certify that all information stated in and attached to this report is true and accurate.

Signature: _____ Date: _____

Name & Title: _____

EXHIBIT B Budget and Payment Procedures

- A.** For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed **\$498,750**.
- B.** Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in **Attachment B1** (Schedule of Fees). Invoices submitted for payment that are based upon **Attachment B1** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A**.
- C.** Upon completion of the work detailed in EXHIBIT A and/or delivery to COUNTY of item(s) specified therein, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed. This invoice or certified claim must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and/or the item(s) delivered and if found to be satisfactory and within the cost basis of **Attachment B1** shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- D.** **INVOICE/PAYMENT REQUESTS**
The invoice/payment request must include the following:
1. Expenditure Summary and Payment Request (ESPR) form, a sample of which is found on Attachment B2, containing an itemized list of expenditures for which reimbursement is requested.
 2. Supporting documentation:
 - Third-party invoices or receipts
 - Copies of cancelled checks
 - Payroll registers and time and activity sheets
 - Documentation of referral from the Coordinated Entry System for new participants receiving Rapid Re-housing Services
- E.** COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

Attachment B1 Schedule of Fees

The Parties agree changes to Expenditure line items to be used for eligible expenditures in excess of (10%) require an approved Budget Amendment, as does the addition or deletion of Revenue or Expenditure line items to be used for eligible expenditures. The overall amount of funds is not to be changed.



State of California
2021 - 2024 Whole Person Care Grant
Project Budget - Expenses

Project Title Safe Parking Rapid Rehousing and Homeless Outreach Program
 Applicant Name NBCC dba New Beginnings

Expenses

Expense	Total Program Budget
Salaries, Benefits, and Payroll Taxes - Provide detail for all program staff. Add lines as needed.	
Program Manager - .10 FTE @ 100% - \$65,000/year x 3 years	\$ 19,500
Case Manager 2.0 FTE @ 100% - \$45,760/year x 3 years	\$ 274,560
Executive Director/Program Director .05 FTE @ 100% - \$115,000 x 3 years	\$ 17,250
Grants and Compliance Manager .075 FTE @ 100% - \$65,000 x 3 years	\$ 14,625
Employee Benefits and Payroll Taxes	\$ 61,928
Client Services and Direct Assistance	
RRH/HP - Financial Assistance	
RRH/HP - Rental Assistance	
Other (Please specify): Flexible, e.g., moving costs, app fees	
Consultants and Contracts	\$ 7,500
Facility, Utilities, and Maintenance	\$ 17,500
Telephone, Fax, and Internet	\$ 6,200
Supplies	\$ 3,344
Postage and Shipping	\$ 400
Marketing	\$ 1,000
Travel, Mileage, and Training	\$ 18,568
Equipment Rental and Maintenance	\$ 2,500
Insurance	\$ 4,000
Other (specify below)	
	\$ -
Indirect Costs (Not to exceed 10% of total request)	\$ 49,875
Total Expenses	\$ 498,750

Narrative (optional)

Budget is for three years.

Attachment B2 Expenditure Summary and Payment Request

EXPENDITURE SUMMARY AND PAYMENT REQUEST (ESPR)

State of California Whole Person Care
County of Santa Barbara Community Services Department

2021 - 2024

Agency Name: NBCC DUNS #: 847856390
 Project Name: Housing for Seniors Program - Whole Person Care Pilot
 Address: 324 E. Carrillo St, Ste. C, Santa Barbara, CA 93101
 Contact Person: Kristine Schwarz Title: Executive Director
 Email Address: _____ Phone #: 805-884-0171

ESPR Request #: _____
 Date Submitted: _____
 Report Period: Q1 (Jul - Sep 2021) Q7 (Jan - Mar 2023)
 Q2 (Oct - Dec 2021) Q8 (April - June 2023)
 Q3 (Jan - Mar 2022) Q9 (Jul - Sep 2023)
 Q4 (Apr - June 2022) Q10 (Oct - Dec 2023)
 Q5 (Jul - Sep 2022) Q11 (Jan - Mar 2024)
 Q6 (Oct - Dec 2022) Q12 (Apr - June 2024)

Submit completed ESPR and required documentation to:

Staff Person: _____ Title: _____
 Email Address: _____ Phone #: _____

PO/Contract #: _____
 HCD Project #: _____

Grant Budget and Expenditures

Activity	Eligible Costs	Budget	Previous Drawdowns	Requested Drawdown	New Available Balance
Supportive Services for Whole Person Program	Supportive Services Staff Costs	\$ 387,863.00			
	Operating Costs	\$ 61,012.00			
	Indirect Costs	\$ 49,875.00			
TOTAL		\$ 498,750.00	\$ -	\$ -	\$ -

Check this box if this is the final payment.

Certification

I certify to the best of my knowledge and belief that this report is true and complete and I have reviewed all supporting documentation. Disbursements have been made for the purpose and conditions of this grant and have not been paid by any other source.

Manager / Fiscal Officer

Administrator / Executive Director

 Name Title

 Signature Date

 Name Title

 Signature Date

EXHIBIT C

INDEMNIFICATION AND INSURANCE REQUIREMENTS (For Professional Contracts)

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, his 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:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** 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.
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall 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 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.

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.