

MEMORANDUM OF UNDERSTANDING

BETWEEN

COUNTY OF SANTA BARBARA

(COUNTY)

SANCTUARY CENTERS OF SANTA BARBARA, INC.

(SANCTUARY)

REGARDING

**MENTAL HEALTH SERVICES PROVIDED BY COUNTY DEPARTMENT OF
BEHAVIORAL WELLNESS TO NO PLACE LIKE HOME RESIDENTS OF AN
AFFORDABLE HOUSING DEVELOPMENT IN THE CITY AND COUNTY OF SANTA
BARBARA**

This Memorandum of Understanding ("MOU" or "Agreement") is made and entered between the County of Santa Barbara, a political subdivision of the State of California ("County"), and Sanctuary Centers of Santa Barbara, Inc., a California nonprofit public benefit corporation ("Sanctuary"), collectively referred to as the "Parties" and individually as a "Party".

RECITALS

WHEREAS, the State of California, Department of Housing and Community Development ("HCD") issued a Notice of Funding Availability for Round 3 funds, dated August 15, 2018 as amended on October 30, 2018, and in October 23, 2020, and as may be further amended from time, (collectively, the "NOFA") under the No Place Like Home Program ("NPLH" or "Program") authorized by Government Code section 15463, Part 3.9 of Division 5 (commencing with section 5849.1) of the Welfare and Institutions Code, and Welfare and Institutions Code section 5890;

WHEREAS, HCD issued a NOFA for Round 4 funds dated October 29, 2021, as may be amended from time to time, under the NPLH Program authorized by Government Code section 15463, Part 3.9 of Division 5 (commencing with section 5849.1) of the Welfare and Institutions Code, and Welfare and Institutions Code section 5890);

WHEREAS, on January 12, 2021, the County Board of Supervisors approved and authorized the County's submission of a joint application for NPLH Round 3 non-competitive and competitive loan funds from HCD on behalf of the County as co-applicant with Sanctuary as developer-borrower, for an affordable rental housing development at 115 West Anapamu Street, Santa Barbara, California (the "Project");

WHEREAS, on November 1, 2022, the County Board of Supervisors authorized and ratified the County's submission of a joint application for NPLH Round 4 competitive loan funds from HCD on behalf of the County as co-applicant with Sanctuary as developer-borrower, for the Project;

WHEREAS, the Parties acknowledge that Sanctuary will be the owner and property manager of the Project, and County, through its Department of Behavioral Wellness, will be the lead service provider to NPLH tenants residing at the Project;

WHEREAS, the Project will include twenty (20) housing units for individuals who meet the criteria for the NPLH target population, as defined in the HCD NPLH Notice of Funding Availability, NPLH Guidelines, and applicable regulations, as may be amended;

WHEREAS, Sanctuary desires to retain the services of County, through its Department of Behavioral Wellness, to provide supportive services to NPLH-eligible individuals at the Project, and Sanctuary agrees to accept such services; and

WHEREAS, County represents that County, County's personnel, and/or providers with whom the County may subcontract, have the qualifications and experience to properly perform such supportive services and agrees to provide them.

NOW, THEREFORE, pursuant to the terms, covenants, and conditions referenced herein, Sanctuary and County hereby agree as follows:

1. DESIGNATED REPRESENTATIVE.

Behavioral Wellness' Director, at phone number 805-681-5220, is the representative of County and will administer this Agreement for and on behalf of County. Sanctuary's President and CEO, Barry Schoer, at phone number 805-569-2785, is the authorized representative for Sanctuary. 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
 Department of Behavioral Wellness
 300 N. San Antonio Road
 Santa Barbara, CA 93110
 FAX: 805-681-5262

To Sanctuary: Barry Schoer, President/CEO
 Sanctuary Centers of Santa Barbara, Inc.
 Post Office Box 551
 Santa Barbara, CA 93102
 Fax: 805-563-1977

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.

The Parties agree to provide the services and obligations set forth in EXHIBIT A attached hereto and incorporated herein by reference.

4. TERM.

The County will make available to the Project's NPLH tenants mental health supportive services and will coordinate the provision or referral to other services as outlined in EXHIBIT A including, but not limited to, substance use services, for a minimum of 20 years in accordance with the November 1, 2022 Resolution from the County Board of Supervisors. County shall commence performance when the Project receives its certificate of occupancy and end performance 20 years thereafter, unless earlier terminated as set forth herein.

5. COMPENSATION OF COUNTY.

In full consideration for County's services, the County will be reimbursed for its services under this Agreement in accordance with the terms of EXHIBIT B, attached hereto and incorporated herein by reference. Reimbursement for services will be made by Sanctuary, to the County, on a quarterly basis. Sanctuary anticipates using the net operating income to reimburse County for services.

6. INDEPENDENT CONTRACTOR.

It is mutually understood and agreed that each Party (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 the other Party and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the other party. Furthermore, Sanctuary shall have no right to control, supervise, or direct the manner or method by which County shall perform its work and function. Each Party understands and acknowledges that it shall not be entitled to any of the benefits of an employee of the other Party, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. Each Party shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, each Party shall be solely responsible and save the other harmless from all matters relating to payment of its own employees, including compliance with Social Security withholding and all other regulations governing such matters.

7. STANDARD OF PERFORMANCE.

The Parties represent that each has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, the Parties shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which each is engaged. All products of whatsoever nature, which one Party delivers to the other 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 the Party's profession. Each Party shall obtain and maintain its own permits and/or licenses without additional compensation.

8. DEBARMENT AND SUSPENSION.

Sanctuary 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, including but not limited to exclusion from participation from federal health care programs under section 1128 or 1128A of the Social Security Act. Sanctuary certifies that it shall not contract with a subcontractor that is so debarred or suspended.

9. TAXES.

Each Party shall pay all taxes, levies, duties, and assessments of every nature due in connection with any of its obligations under this Agreement and shall make any and all payroll deductions required by law. Neither Party shall be responsible for paying any taxes on the other Party's behalf, and should either Party be required to do so by state, federal, or local taxing agencies, the other

Party agrees to promptly reimburse such Party 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.

Each Party covenants that it 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 such Party's obligations under this Agreement. Each Party further covenants that in the performance of its obligations under this Agreement, no person having any such interest shall be employed by such Party. Each Party must promptly disclose to the other Party, in writing, any potential conflict of interest. The Parties retain the right to waive a conflict of interest disclosed by the other Party if the waiving Party determines it to be immaterial, and such waiver is only effective if provided to the other Party in writing. Each Party acknowledges that state laws on conflict of interest, found in the Political Reform Act, Public Contract Code Section 10365.5, and Government Code Section 1090, apply to this Agreement.

11. NO PUBLICITY OR ENDORSEMENT.

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

12. COUNTY PROPERTY AND INFORMATION.

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

13. CONFIDENTIALITY OF INFORMATION

The services provided by the County under this Agreement are governed by Federal and State privacy laws, including Welfare and Institutions Code (WIC) § 5328; 42 United States Code (U.S.C.) § 290dd-2; and 45 CFR, Parts 160 — 164 setting forth the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The County shall maintain the confidentiality of patient records and any other health information of the NPLH tenants in accordance with all applicable laws.

14. RECORDS, AUDIT, AND REVIEW.

- A. Each Party shall keep all records and supporting documentation pertaining to its obligations under this Agreement, as may be amended, as would be kept by a reasonably prudent practitioner of such Party's profession and shall maintain all records for not less than five (5) years following the termination of this Agreement. If any litigation, claim, negotiation, audit, monitoring, inspection or other action commences during this required retention period, all records must be retained until a full and final resolution of the action. All accounting records shall be kept in accordance with generally accepted accounting principles.

- B. Each Party and any authorized state or federal official or designee, shall have the right to audit, review, and copy any records and supporting documentation of the other Party pertaining to the performance of this Agreement, in accordance with applicable law. In the event of a dispute, the decision of Behavioral Wellness' Director shall be final regarding the disclosure of information to Sanctuary pertaining to Behavioral Wellness' services provided hereunder, in accordance with applicable law.
- C. Each Party shall allow the auditor(s) access to such documents and records at any time during regular business hours or upon reasonable notice, and to allow interviews of any employees who might reasonably have information related to such records. Each Party agrees to include a similar right to audit records and interview staff in any subcontract related to performance of such Party's obligations under this Agreement. Each Party shall participate in any audits and reviews at its sole cost and expense.

15. INDEMNIFICATION and INSURANCE

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

16. NONDISCRIMINATION.

During the performance of this Agreement, the Parties and their subcontractors shall not deny the contract'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. The Parties shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. The Parties and their subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §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 awarding state agency to implement such article. The Parties shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the 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 said Department or Agency shall require to ascertain compliance with this clause. The Parties and their subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.) Additionally, the 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 Sanctuary agrees to comply with said ordinance.

17. NONEXCLUSIVE AGREEMENT.

Sanctuary 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 herein as the County desires.

18. NON-ASSIGNMENT.

Sanctuary 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. This Agreement may be terminated upon the occurrence of any of the following events:

1. Upon the mutual written agreement of the Parties hereto;
2. Upon notice, if any Party shall fail to perform its obligations under this Agreement and such failure shall continue for a period of at least sixty (60) days after written notice thereof from the Party claiming such default; or
3. 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 County to provide mental health services in the fiscal year(s) covered by the term of this Agreement, then County will notify Sanctuary 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 provide services with regard to the remainder of the term.

B. Upon Termination. Sanctuary 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 Sanctuary in performing its obligations under this Agreement, whether completed or in process, except such items as County may, by written permission, permit Sanctuary to retain.

20. SECTION HEADINGS.

The headings of the several sections 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.

The Parties agree that no delay or omission 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 the Parties shall be exercised from time to time and as often as may be deemed expedient.

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. Requests for changes to the terms and conditions of this agreement after April 1 of the Fiscal Year for which the change would be applicable shall not be considered. All requests for changes shall be in writing. Changes shall be made by an amendment pursuant to this Section. Any amendments or modifications that do not materially change the terms of this Agreement (such as changes to the Designated Representative or Sanctuary's address for purposes of Notice) may be approved by the Director of the Department of Behavioral Wellness. The Board of Supervisors of the County of Santa Barbara must approve all other amendments and modifications.

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.

Each Party, in performing its respective obligations under this Agreement, shall, at its sole cost and expense, comply with all County, State and Federal rules, regulations, ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement.

28. CALIFORNIA LAW AND JURISDICTION.

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

29. EXECUTION OF COUNTERPARTS.

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

30. AUTHORITY.

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

31. SURVIVAL.

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

32. PRECEDENCE.

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

33. FORCE MAJEURE.

The Parties agree that none of them shall be responsible for delays or failures in performance resulting from acts beyond the control of any Party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

34. BINDING MOU.

The Parties agree that the terms of this MOU are valid, legally binding, and enforceable.

35. PRIOR AGREEMENTS.

Upon the effective date, this Agreement supersedes all prior agreements between County and Sanctuary related to the scope of work contained in this Agreement.

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SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

Agreement for Supportive Services between the **County of Santa Barbara** and **Sanctuary Centers of Santa Barbara, Inc.**

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

COUNTY OF SANTA BARBARA:

By: _____
JOAN HARTMANN, CHAIR
BOARD OF SUPERVISORS

Date: _____

ATTEST:

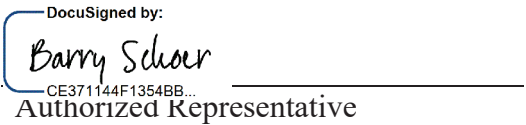
MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____
Deputy Clerk

Date: _____

CONTRACTOR:

SANCTUARY CENTERS OF SANTA BARBARA, INC.

By: 

Name: Barry Schoer

Title: President/CEO

Date: 10/19/2022

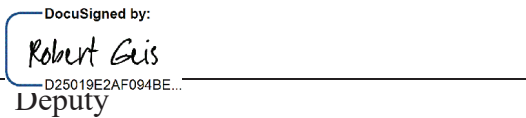
APPROVED AS TO FORM:

RACHEL VAN MULLEM
COUNTY COUNSEL

By: 

APPROVED AS TO ACCOUNTING FORM:

BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By: 

RECOMMENDED FOR APPROVAL:

ANTONETTE NAVARRO, LMFT,
DIRECTOR
DEPARTMENT OF BEHAVIORAL
WELLNESS

By: 

APPROVED AS TO INSURANCE FORM:

GREG MILLIGAN, ARM
RISK MANAGER

By: 

THIS AGREEMENT INCLUDES THE FOLLOWING EXHIBITS:

EXHIBIT A – STATEMENT OF WORK

EXHIBIT B – FINANCIAL PROVISIONS

EXHIBIT B Financial Provisions

EXHIBIT B-1 Schedule of Fees

EXHIBIT C – STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS

EXHIBIT A
STATEMENT OF WORK

EXHIBIT A
STATEMENT OF WORK

1. PERFORMANCE. The County, through the Department of Behavioral Wellness, will provide on- and off-site supportive services to No Place Like Home (NPLH) tenants residing at the Project in accordance with the NPLH Program Guidelines, the Standard Agreement entered into by the Parties and the State of California, and applicable laws and regulations, as may be amended.

2. GOALS.

- A. Deliver seamless services to NPLH tenants to avoid gaps in service;
- B. Integrate services with Behavioral Wellness clinics and other Community Based Organizations and/or Agencies (CBO/CBA);
- C. Empower NPLH tenants by providing skill building assistance;
- D. Enhance NPLH tenants' independent living skills;
- E. Achieve and maintain stable/permanent housing for clients.

3. SERVICES.

- A. Behavioral Wellness will provide the following supportive services by a Behavioral Wellness case manager, or County-contracted provider, for a minimum of (40) hours per week to NPLH tenants residing at the Project who voluntarily elect to participate in services:
 - i. Case management;
 - ii. Peer support activities;
 - iii. Mental health care, such as assessment, crisis counseling, individual and group therapy, and peer support groups;
 - iv. Substance use services, such as treatment, relapse prevention, and peer support groups;
 - v. Support in linking tenants to physical health care, including access to routine and preventative health and dental care, medication management, and wellness services; including making available transportation for patients of the Integrated Care Clinic for attending referral appointments at other provider locations;
 - vi. Benefits counseling and advocacy, including assistance in accessing SSI/SSP and enrolling in Medi-Cal; and

vii. Basic housing retention skills, such as unit maintenance and upkeep, cooking, laundry and money management.

B. As needed by individual NPLH tenants, County may provide, or coordinate the provision of or referral to, the following additional services:

- i. Recreational and social activities;
- ii. Services for persons with co-occurring mental and physical disabilities, or co-occurring mental and substance use disorders not listed above
- iii. Employment services, such as supported employment, job readiness, job skills training, job placement, and retention services, or programs promoting volunteer opportunities for those unable to work; and
- iv. Obtaining access to other needed services, such as civil legal services, or access to food and clothing.

C. The services may be provided onsite at the Project or offsite at another location easily accessible to NPLH tenants.

D. Subject to the terms and conditions of this Agreement and the regulations applicable to the NPLH Program, as may be amended, County shall determine the method, details, and means of performing the services described herein.

4. SANCTUARY OBLIGATIONS

A. Project Property Management.

- i. Sanctuary shall designate staff to act as the Project's on-site property manager twenty-four (24) hours a day, seven (7) days a week.

B. Project Onsite Supportive Services.

- i. Sanctuary has the following services available to NPLH tenants, onsite, at no cost to tenants:
 - a. Psychiatry.
 - b. Family Therapy and Support.
 - c. Medication Management Services.
 - d. Substance Use Disorders Recovery Services.
 - e. Career Development Services.
 - f. Psychological Assessments.
 - g. Integrated Care Clinic.
 - h. Psychotherapy Groups.
 - i. Psychoeducational Groups.
 - j. Expressive Arts Therapy.
 - k. Recreational Groups.

C. Project Unit Rental Process at the Project.

- i. Sanctuary shall receive and screen County referrals for tenancy at the Project under the NPLH Housing Program.
 - a. NPLH tenants will be selected through the use of the County Coordinated Entry System (CES) for those At-Risk of Chronic Homelessness in accordance with the provisions of 25 CCR Section 8305 and in compliance with Housing First requirements consistent with the core components set forth in Welfare and Institutions Code Section 8255(b).
 - b. Sanctuary will accept NPLH tenants regardless of sobriety, participation in services or treatment, history of incarceration, credit, or history of eviction in accordance with practices permitted pursuant to Welfare and Institutions Code Section 8255 or other federal or state Project funding sources.
 - c. After initial lease-up of all NPLH designated units, Sanctuary will use the CES to fill vacancies, as they occur, for the twenty (20) NPLH designated units. Prior to initial lease-up of all Project units, and throughout the term of this Agreement, Sanctuary shall establish and maintain a wait list of NPLH-eligible applicants for tenancy at the Project based on the referrals provided by County.
 - d. Sanctuary will provide County with a copy of any denial notice to NPLH-eligible applicants.

D. Sanctuary shall cooperate with County as may be reasonably necessary for County to perform its services under this Agreement. President/CEO of Sanctuary agrees to provide assistance to County or a County-contracted provider as requested regarding particular service-related requirements.

E. Sanctuary shall provide a confidential, dedicated office space of at least 144 square feet for County-provided staff and access to group therapy areas. The provision of office space shall be free of charge and for County's exclusive use in the performance of the services hereunder.

5. COORDINATION MEETINGS.

The Parties shall participate in coordination meetings with each other and shall meet regularly, as needed, to review the tenancies of NPLH-eligible Project tenants in order to ensure integrated housing and supportive services for such tenants.

EXHIBIT B
FINANCIAL PROVISIONS

EXHIBIT B

FINANCIAL PROVISIONS

1. PAYMENT TO COUNTY.

- A. In full consideration for County's services, Sanctuary shall pay to County fees for services under this Agreement in accordance with the rates specified in EXHIBIT B-1. Sanctuary to pay a flat fee for supportive services, amounting to \$56,000 per year, or \$14,000 each quarter. Amount to increase by 3% each year to cover annual cost of living increases.
- B. County will invoice Sanctuary quarterly for services rendered pursuant to this Agreement.
- C. Payment by Sanctuary shall be net thirty (30) days from presentation of invoice and shall be sent to:

Santa Barbara County Department of Behavioral Wellness
ATTN: Accounts Receivable
429 North San Antonio Road
Santa Barbara, CA 93110

- D. Sanctuary is not entitled to compensation by County for performance of its obligations under this Agreement.

SCHEDULE OF FEES**EXHIBIT B-1**

SERVICE	Rates for Service	Annual Cost
Supportive Services (quarterly invoices)	Minimum of 40 hours per week	\$56,000 subject to 3% annual increases thereafter

EXHIBIT C
STANDARD
INDEMNIFICATION
AND
INSURANCE PROVISIONS

EXHIBIT C**Indemnification and Insurance Requirements**(Specific to contract 2020 11 03)

I. MUTUAL INDEMNIFICATION

Each party (the "Indemnifying Party") agrees to defend, indemnify, and hold harmless the other party and its officers, officials, employees, agents or volunteers (the "Indemnitee") against any and all claims, damages, costs, liabilities, and expense, including attorney's fees, arising from or attributable to the Indemnifying Party's negligent acts or omissions and intentional misconduct which is brought against an Indemnitee in connection with the activities, related services or the Indemnifying Party's breach of its responsibilities under this Agreement.

II. INSURANCE

Each party shall maintain its own insurance coverage, through commercial insurance, self-insurance or a combination thereof, against any claim, expense, cost, damage, or liability arising out of the performance of its responsibilities pursuant to this Agreement.

A. Minimum Scope of Insurance for both Parties to the Agreement.

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL).** Insurance 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. Each party shall name the other party as an additional insured on its policy.
2. **Automobile Liability.** Insurance covering any auto with policy limits 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.
4. **Primary Coverage.** For any claims related to this Agreement, the indemnitor's insurance coverage shall be primary insurance as respects the indemnitee, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the indemnitor, its officers, officials, employees, agents or volunteers shall be excess of the indemnitee's insurance and shall not contribute with it.

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 affect 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.