

## **AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR**

**THIS AGREEMENT** (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and Fighting Back Santa Maria Valley with an address at 201 South Miller, Suite 107, Santa Maria, CA 93454 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

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

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

### **1. DESIGNATED REPRESENTATIVE**

Marianne Reagan, Adult and Children Services Operations Division Chief at phone number (805) 681-4529 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Edwin Weaver, Executive Director at phone number (805) 346-1774 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, email, or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY:                      Marianne Reagan, Adult and Children Services Operations Manager  
Department of Social Services  
234 Camino del Remedio, Santa Barbara, CA 93110, FAX: (805) 681-8951  
[M.Reagan@sbcsocialserv.org](mailto:M.Reagan@sbcsocialserv.org)

To CONTRACTOR:              Edwin Weaver, Executive Director  
Fighting Back Santa Maria Valley  
201 South Miller Street, Suite 107  
Santa Maria, CA 93454  
[edwin@fbsmv.com](mailto:edwin@fbsmv.com)

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 **12/14/21** and end performance upon completion, but no later than **6/30/22** 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. NON-ASSIGNMENT**

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

#### **19. TERMINATION**

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

1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.
  2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.
  3. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.
- B. **By CONTRACTOR.** Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, 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.

### **33. STATE ENERGY CONSERVATION PLAN**

CONTRACTOR agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

### **34. PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL FUNDS FOR LOBBYING**

A. CONTRACTOR, by signing this Agreement, hereby certifies to the best of his, her or its knowledge and belief that:

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

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

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

C. CONTRACTOR also agrees by signing this document that he, she or it shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

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

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



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Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Fighting Back Santa Maria Valley**.

**IN WITNESS WHEREOF**, the parties have executed this Agreement to be effective on the date executed by COUNTY.

**ATTEST:**

Mona Miyasato  
County Executive Officer  
Clerk of the Board

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

**COUNTY OF SANTA BARBARA:**

By: \_\_\_\_\_  
Bob Nelson, Chair  
Board of Supervisors  
Date: \_\_\_\_\_

**RECOMMENDED FOR APPROVAL:**

Social Services

By: \_\_\_\_\_  
Department Head

**CONTRACTOR:**

Fighting Back Santa Maria Valley

By: \_\_\_\_\_  
Authorized Representative  
Name: Edwin Weaver  
Title: Executive Director

**APPROVED AS TO FORM:**

Rachel Van Mullem  
County Counsel

By: \_\_\_\_\_  
Deputy County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

Betsy M. Schaffer, CPA  
Auditor-Controller

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

**APPROVED AS TO FORM:**

Risk Management

By: \_\_\_\_\_  
Risk Management

## EXHIBIT A

### STATEMENT OF WORK

#### I. BACKGROUND

Pursuant to Item 2240-103-0001 of Section 2 of the Budget Act of 2019, as amended by Section 16 of Chapter 363 of the Statutes of 2019 (SB 109), Department of Housing and Community Development will allocate \$5 million in funding to counties for the support of housing navigators to help young adults aged 18 years and up to 21 years secure and maintain housing, with priority given to young adults in the foster care system.

The Housing Navigator Program (HNP) program funds housing navigators for county child welfare agencies. The role of a housing navigator is to act as a housing specialist to assist young adults with their pursuits of locating available housing and overcoming barriers to locating housing.

#### II. DEFINITIONS

**Housing** – Permanent housing is defined as community-based housing without a designated length of stay in which formerly homeless individuals live as independently as possible. Transitional housing is designed to provide homeless individuals with the interim stability and support to successfully move to and maintain permanent housing.

**Coordinated Entry System (CES)** – is a community-wide system to standardize and expedite the process by which people experiencing homelessness, or who are at risk of homelessness, access housing and homeless resources. It connects the community's network of homeless services and housing resources while streamlining, standardizing, and coordinating the homeless intake, assessment, and referral processes.

**Homeless Management Information System (HMIS)** – A database for demographic information for people who are experiencing homelessness. The HMIS is part of the larger CES.

**Young Adult** – For the purposes of this contract, young adults are between the ages of 18 and 21. Young adults in the foster care system will be prioritized for HNP services.

#### III. DUTIES AND RESPONSIBILITIES

##### A. CONTRACTOR shall:

- i. Assist young adults aged 18-21 secure and maintain permanent housing, with priority given to young adults in the foster care system. Permanent housing shall be the priority, however, CONTRACTOR may temporarily secure transitional housing before securing permanent housing.
- ii. Conduct a needs assessment for all young adults referred to HNP program and create a youth-driven plan to reduce barriers in obtaining housing.
- iii. Enter eligible young adults into the Homeless Management Information System (HMIS) and Coordinated Entry System (CES).

- iv. Provide housing case management which includes, but is not limited to, connecting young adults to CalWORKs, foodbanks, mental health treatment, alcohol and drug treatment, medical care, and other essential services in emergency supports.
- v. Provide advocacy, warm hand-offs, coordination of services, and linkages to key resources across the community and service array, including those from within the Child Welfare system and the local Continuum of Care, to assist the young adult in obtaining the necessary housing supports.
- vi. Serve young adults in the Lompoc and Santa Maria regions.
- vii. Have hours of operation Monday through Friday between the hours of 8:00AM and 7:00PM as scheduled by the CONTRACTOR in order to meet the housing needs of clients. Modification to this schedule can be made based on the needs of the clients.
- viii. Deliver HNP services, as described in Section A.i through A.v., by a CONTRACTOR HNP Program Specialist who has been trained in Housing Navigation Services.
- ix. Have staff trained in cultural proficiency, trauma informed practices, and the needs of youth in foster care.
- x. Attempt to contact the young adult within 24 hours of the receipt of the referral.
- xi. Record and maintain a log of all referrals and their sources including those from the COUNTY, Law Enforcement, and the Juvenile Court.

B. COUNTY shall:

- i. Refer all Non-Minor Dependents or any other young adult at risk of homelessness who are exiting foster care to the CONTRACTOR for HNP services.

**IV. REPORTING REQUIREMENTS**

A. CONTRACTOR shall:

- i. Quarterly, provide the COUNTY with an invoice identifying the amount of funds used for each of the services below:
  1. Assisting young adults (aged 18-21) in the foster care system to secure and maintain housing;
  2. Assisting young adults (aged 18-21) not in foster care system to secure and maintain housing;
  3. Providing housing case management which includes essential services in emergency support to foster youth;

4. Preventing young adults from becoming homeless; and
  5. Improving coordination of services and linkages to key resources across the community including those from within the child welfare system and the local Continuum of Care.
- ii. Prepare an annual report (Attachment 1) and submit to the COUNTY by July 15<sup>th</sup> for the previous fiscal year for submission to the Department of Housing and Community Development.
  - iii. Be responsible for documenting and maintaining records to meet the reporting requirements set forth in Attachment 1.

B. COUNTY shall:

- i. Submit the required annual report to the state by July 31 for three years following distribution of HNP program funds for the previous fiscal year (July 1 – June 30). The Annual Reports shall be submitted electronically to [HNPSGM@hcd.ca.gov](mailto:HNPSGM@hcd.ca.gov).

**V. PERFORMANCE MEASURES/OUTCOMES**

A. CONTRACTOR shall:

1. 90% of the time, CONTRACTOR will attempt to contact client within 24 hours of receipt of the referral.
2. 75% of young adults will be successfully entered into the coordinated entry system, prioritized for housing, and their documentation completed to receive housing through the HNP.
3. 50% of young adults will be successfully provided with housing through the HNP.
4. 70% of the young adults served will be identified as former foster youth.
5. CONTRACTOR will submit an annual report to the COUNTY each year by July 15 for the previous fiscal year (July 1 – June 30).

**VI. OTHER SERVICE REQUIREMENTS**

A. Incident Reporting

- i. CONTRACTOR shall report to COUNTY, within 24 hours (excluding holidays and weekends), any notable incidents occurring while clients are receiving services under this contract pursuant to the following outline:
  1. 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.

2. Any law violation.
3. Possession of any illegal drugs, paraphernalia, weapons or other contraband.
4. Failure or refusal to participate in the HNP program.
5. Participant discharge or disqualified from the HNP program and reasons for said discharge or disqualification.

B. Confidentiality

- i. CONTRACTOR shall complete Contractor Acknowledgement and Confidentiality Agreement (Attachment 2) and submit to COUNTY upon execution of Agreement.

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## EXHIBIT B

### PAYMENT ARRANGEMENTS

#### Periodic Compensation (with attached Line Item Budget)

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$ **43,240**.
- 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 **EXHIBIT B-1** (Schedule of Fees). Invoices submitted for payment that are based upon **EXHIBIT B-1** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A**.
- C. Quarterly, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory and within the cost basis of **EXHIBIT B-1** shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

**EXHIBIT B-1**

**LINE ITEM BUDGET**

**A. SALARIES AND EMPLOYEE BENEFITS**

1) Salaries - List each position to be funded by this award.

Position(s)	Full-Time Equivalent (FTE) <sup>1</sup>	Budget for Contract Term
Direct Service Positions		
1 FTE Program Specialist	40.00	\$ 37,440.00
Administrative Positions		
<b>Sub-Total Salaries:</b>		<b>\$ 37,440.00</b>

<sup>1</sup> FTE = Amount of time employee works on this program. State as decimal based upon a 40 hour work week.

2) Employee Benefits - List type of employee benefit(s) and amount budgeted.

Type of Employee Benefit	Budget for Contract Term
Direct Service Staff	
Medical, Dental, Vision Insurance	\$ 9,360.00
Administrative Staff	
<b>Sub-Total Employee Benefits</b>	<b>\$ 9,360.00</b>
Percentage Benefits	25.0%
<b>TOTAL SALARIES AND EMPLOYEE BENEFITS</b>	<b>\$ 46,800.00</b>

**B. SERVICES AND SUPPLIES**

1) Services - List any consultant(s) or contract services

Name of Consultant(s)/Contract Services	Budget for Contract Term
Independent Audit	
<b>Sub-Total Services</b>	<b>\$ -</b>

## 2) Supplies

Item	Budget for Contract Term
Office Expense	\$ 5,000.00
Program Expense	\$ 6,740.00
Telephone	\$ 600.00
Mileage	\$ 1,200.00
Other	\$ 5,600.00
Sub-Total Supplies	\$ 19,140.00
<b>TOTAL SERVICES AND SUPPLIES</b>	<b>\$ 19,140.00</b>

## C. OPERATING EXPENSES

Item	Budget for Contract Term
Facility Lease/Rental	
Equipment Lease/Rental	
Furnishings	
Maintenance	
Utilities	
Insurance (Refer to General Contract Provisions for Insurance Requirements)	
Other	
Total Operating Expenses	\$ -
GRAND TOTAL LINE ITEM BUDGET	\$ 65,940.00
Minus Match	\$ 22,700.00
<b>TOTAL BEING REQUESTED</b>	<b>\$ 43,240.00</b>

## D. REVENUE

List all of your organization's current and projected sources and amounts of revenue.

Revenue Source	Revenue Expiration Date	Budget for Contract Term
Local School District Contracts	6/30/2022	1856610
Local Contracts	6/30/2022	71200
County Contracts	6/30/2022	616985
Foundation Grants	6/30/2022	20000
Parenting Classes (subcontract with FSA)	6/30/2022	18000
Total Revenue		\$ 2,582,795.00



**E. TEN (10) Percent Cash or In-Kind Match Minimum**

List all of your organization's current and projected sources and amounts of matching funds for the services your agency is applying to provide.

Source of Matching Funds	Dates funds will be available	Match Amount for Contract Term	Projected or Confirmed
City of Santa Maria CDBG	7/1/2021	\$ 22,700.00	Confirmed
<b>Total Match</b>		<b>\$ 22,700.00</b>	

## 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, 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:** 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 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.

ATTACHMENT 1

HNP Annual Report Form

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT DIVISION OF FINANCIAL ASSISTANCE STATE GRANT MANAGEMENT 2020 West El Camino, 4th Floor Sacramento, CA 95833 <a href="mailto:fvcsgrm@hcd.ca.gov">fvcsgrm@hcd.ca.gov</a>			
<b>Housing Navigators Program (HNP) Annual Report</b>			
HCD Contract #:	19-HNP-14140	Fiscal Year:	Inception-June 30, 2021
<b>A. COUNTY CHILD WELFARE AGENCY INFORMATION</b> Please enter the following required information.			
County (Applicant) Name:	Santa Barbara County		
Street Address:	234 Camino Del Remedio		
City:	Santa Barbara	State:	CA
County:	Santa Barbara County	Zip:	93110
Authorized Representative Name:	Daniel Nielson	Title:	Director
Authorized Representative Email:	<a href="mailto:D.Nielson@sbccsocialserv.org">D.Nielson@sbccsocialserv.org</a>	Phone:	805-346-7101
Contact Person Name:	Amy Krueger	Title:	Adult & Children Services Deputy Director
Contact Person Email:	<a href="mailto:A.Krueger@sbccsocialserv.org">A.Krueger@sbccsocialserv.org</a>	Phone:	805-346-8351
<b>B. ALLOCATIONS and EXPENDITURE DEADLINE</b> The Budget Act of 2019 allocates \$5 million in funding to counties for the support of housing navigators to help young adults aged 18 years and up to 21 years secure and maintain housing, with priority given to young adults in the foster care system. Any Grant funds remaining unexpended as of June 30, 2022, must be returned to the State. Checks shall be payable to the Department of Housing and Community Development and mailed to 2020 West El Camino Avenue, Attention: Accounting Division, Room 300, Sacramento, CA 95833, no later than July 31, 2022 and must reference the Contract Number.			
<b>C. USE OF FUNDS</b> The HNP program funds housing navigators for county child welfare agencies. The role of a housing navigator is to act as a housing specialist to assist young adults with their pursuits of locating available housing and overcoming barriers to locating housing. <b>Please enter the dollar amount expended on each use.</b> Housing navigator activities may include, but are not limited to:			
Amount expended to assist young adults aged 18-21 to secure and maintain housing (with priority given to young adults in the state's foster care system).			\$0
Amount expended to provide housing case management which includes essential services in emergency support to foster youth.			\$0
Amount expended to prevent young adults from becoming homeless.			\$0
Amount expended to improve coordination of services and linkages to key resources across the community including those from within the child welfare system and the local Continuum of Care.			\$0
Other expended funds: Be Specific			\$0
	<b>County Allocation:</b>		\$43,240
	<b>Disbursement of Funds Issued by HCD:</b>		\$0
	<b>Undisbursed County Allocation:</b>		\$43,240
	<b>Total Use of Funds Expended:</b>		\$0
	<b>Remaining Balance of Funds Issued by HCD:</b>		\$0
	<b>Percentage of Disbursed Funds Expended:</b>		0%

**D. REPORTING REQUIREMENTS**

*Pursuant to the Allocation Acceptance form the County (Applicant) acknowledges and agrees to submit an annual report to the Department for the three years following distribution of the HNP Program funds. Please address the following required questions:*

<b>1. Number of Participants Served</b> <i>Instructions: Enter the number of program participants and the number of foster care participants.</i>	
<b>Number of Program participants served who were not in the foster care system:</b>	<b>0</b>
<b>Number of Program participants who were in the state's foster care system:</b>	<b>0</b>
<b>Total Number of Program Participants:</b>	<b>0</b>

**2. What were the funds used for? Please explain.**  
*(Provide detailed information on the use of funds)*  
Did not expend funds this fiscal year.

**3. Who were the housing navigator(s) and/or subcontractors?**  
*(Include information on the housing navigator(s) experience, program approach and outcomes)*

**4. How were foster care system participants prioritized?**  
*(Include information on actions taken to prioritize young adults in the foster care system)*

**5. What were some program successes?**  
*(Include information on any successes and outcomes of your program)*

**6. Did you experience any program barriers? Please explain.**  
*(Include information on any barriers or difficulties you have experienced in the running/implementation of your program)*

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<b>Certification</b>
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*\*By signing this request, I certify to the best of my knowledge and belief that the request is true, complete, and accurate, and the expenditures, disbursements and cash receipts will be for the purposes and objectives set forth in the terms and conditions of the State award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)*

<b>Name of Authorized Person</b>	<b>Title of Authorized Person</b>
Daniel Nielson	Director
<b>Signature of Authorized Person</b>	<b>Date</b>

<b>HCD USE ONLY</b>
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<b>SGM Representative Printed Name</b>	<b>Representative Signature</b>	<b>Date</b>
<b>SGM Manager Printed Name</b>	<b>Manager Signature</b>	<b>Date</b>



Attachment 2

COUNTY OF SANTA BARBARA DEPARTMENT OF SOCIAL SERVICES  
CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

**CONTRACTOR ACKNOWLEDGEMENT:**

CONTRACTOR understands and agrees that CONTRACTOR is an independent Contractor and that CONTRACTOR is not an employee of the County of Santa Barbara for any purpose whatsoever and that CONTRACTOR does not have and will not acquire any rights or benefits of any kind from the County of Santa Barbara by virtue of CONTRACTOR's performance of work under an agreement awarded by the County of Santa Barbara. CONTRACTOR understands and agrees that CONTRACTOR does not have and will not acquire any rights or benefits from the County of Santa Barbara pursuant to any agreement between any person or entity and the County of Santa Barbara.

**CONFIDENTIALITY AGREEMENT:**

As an Independent Contractor, CONTRACTOR may be involved with work pertaining to services provided by the County of Santa Barbara and, if so, CONTRACTOR may have access to confidential data and client protected information pertaining to persons and/or entities receiving services from the County. This information includes but is not limited to client name, address, social security number, date of birth, driver's license number, identification number, or any other information that identifies the individual. In addition, CONTRACTOR may also have access to proprietary information supplied by the County of Santa Barbara or by other vendors doing business with the County of Santa Barbara. The County has a legal obligation to protect all such confidential data and client protected information in its possession, especially data and information concerning health, mental health, criminal and public assistance records. If CONTRACTOR is to be involved in County work, the County must ensure that CONTRACTOR, too, will protect the confidentiality of such data and client protected information. Consequently, CONTRACTOR must sign this agreement as a condition of CONTRACTOR's work for the County. Please read this agreement and take due time to consider it prior to signing.

**CERTIFICATION:**

CONTRACTOR hereby agrees that CONTRACTOR will not divulge to any unauthorized person any data or information obtained while performing work pursuant to an agreement awarded by the County of Santa Barbara. CONTRACTOR agrees to forward all requests for the release of any data or client protected information received by me to the County Designated Representative.

CONTRACTOR agrees to keep confidential all financial, health, criminal and public assistance records and all data and client protected information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, County proprietary information and all other original materials produced, created or provided to or by me under an agreement awarded by the County of Santa Barbara. CONTRACTOR agrees to protect these confidential materials against disclosure to other than County employees who have a need to know the information. CONTRACTOR agrees that if proprietary information supplied by the County or by other County vendors is provided to me during this engagement, CONTRACTOR shall keep such information confidential.

CONTRACTOR agrees to report to the County Designated Representative any and all violations of this contract by myself and/or by any other person of which CONTRACTOR became aware. CONTRACTOR agrees to return all confidential materials to the County Designated Representative upon completion of termination of this contract.

CONTRACTOR acknowledges that violation of this agreement may subject me to civil and/or criminal action and that the County of Santa Barbara may seek all possible legal redress.

**CONTRACTOR:** Fighting Back Santa Maria Valley

By:

\_\_\_\_\_  
Authorized Representative

Name/Title:

\_\_\_\_\_  
Edwin Weaver, Executive Director