

Attachment C

Heritage Ridge HHC SR First Amended and Restated SSA

**FIRST AMENDED AND RESTATED
SUPPORTIVE SERVICES AGREEMENT**

BETWEEN

**COUNTY OF SANTA BARBARA
DEPARTMENT OF BEHAVIORAL WELLNESS**

AND

HOUSING AUTHORITY OF THE COUNTY OF SANTA BARBARA

REGARDING

**HOUSING FOR HEALTHY CALIFORNIA RESIDENTS OF
HERITAGE RIDGE SENIOR,
AN AFFORDABLE PERMANENT SUPPORTIVE RENTAL HOUSING DEVELOPMENT
IN THE CITY OF GOLETA,
COUNTY OF SANTA BARBARA**

This first Amended and Restated Supportive Services Agreement (“SSA”) is entered into on the date executed by County between the County of Santa Barbara, on behalf of its Department of Behavioral Wellness (“BWell” or “County”), a political subdivision of the State of California, and Housing Authority of the County of Santa Barbara (“HASBARCO”), a public body, corporate and politic, to define the respective roles and responsibilities of County and HASBARCO in the pursuit of the development and operations of a Housing for a Healthy California (HHC) Article 1 competitive funding allocation for the development and operations of Heritage Ridge Senior, a supportive, permanent, and affordable rental housing development located at 6488 Camino Vista, Goleta, California 93117 (APNs 073-060-071) (the “Senior Project”).

RECITALS

WHEREAS, Heritage Ridge Senior, L.P., Surf Development Company, and Housing Authority of the County of Santa Barbara, submitted an application for Housing for a Healthy California (HHC), Article 1 program competitive loan funds from the California Department of Housing and Community Development (State HCD) and was awarded \$5,450,000 for the development of supportive and affordable rental housing, Heritage Ridge. Heritage Ridge Senior in partnership with Surf Development Company, HASBARCO, and Heritage Ridge Senior Family, L.P. entered into a Standard Agreement 21-HHCC-0013 with State HCD on July 12, 2023; and

WHEREAS, the County Board of Supervisors approved and authorized this Mental Health Supportive Services Agreement (“Agreement”) on the eighth day of April, 2025, among County of Santa Barbara (“County”), a political subdivision of the State of California, Heritage Ridge

Senior, L.P.(“Partnership”), a California limited partnership, and Housing Authority of the County of Santa Barbara (“HASBARCO”), a public body, corporate; and

WHEREAS, the Senior Project will provide 12 of the newly constructed housing units designated for HHC-eligible senior persons(age 62 or older), including persons with serious mental illness who are chronically homeless, homeless, or at-risk of being chronically homeless, and a high-frequency health care user upon initial eligibility, is a Medi-Cal beneficiary, is eligible for Supplemental Security Income, is eligible to receive services under a program providing services promoting housing stability, including but not limited to Health and Safety Code Section 53595, regardless of sobriety (“HHC Senior tenants”); and

WHEREAS, subsequently, HASBARCO submitted an application to State HCD for Homekey+ Program (“HK+”) funds for the Senior Project and was awarded \$17,999,984 in HK+ funds and on July 24, 2025, HASBARCO, and State HCD executed new HHC Loan Authorization forms (OD-1) and reassigned ownership to HASBARCO, and on August 4, 2025, HASBARCO received email approval from State HCD to remove from Heritage Ridge Senior, L.P. from ownership of the Senior Project; and

WHEREAS, on October 21, 2025, HASBARCO entered into Standard Agreement 24-HK+-18616 with State HCD for the HK+ funds; and

WHEREAS, the Senior Project is now funded with HHC Article I funds, and HK+ funds; and

WHEREAS, Heritage Ridge Senior, L.P. filed a Certificate of Cancellation of Limited Partnership with the California Secretary of State and received an issuance date of October 23, 2025; and

WHEREAS, HASBARCO is now the sole owner, administrator, and property manager of Heritage Ridge Senior; and

WHEREAS, State HCD executed an amended Standard Agreement 21-HHC-0013-01 on January 7, 2026, restating the ownership of Heritage Ridge Senior Project; and

WHEREAS, parcel address and APN numbers have been updated to 6488 Camino Vista, Goleta, CA 93117 and APN: 073-060-071; and

WHEREAS, County, through the Department of Behavioral Wellness, will be the Lead Service Provider of the Senior Project and commits to providing mental health supportive services and coordinating the provision of, or referral to, other types of supportive services (“mental health

supportive services”) to eligible HHC tenants at the Senior Project for a minimum of 55 years; 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 services; and

WHEREAS, HASBARCO and County concurrently amend and restate the Memorandum of Understanding (“MOU”) identifying the roles and responsibilities of County as Lead Service Provider, and HASBARCO as the Senior Project owner, administrator, and Property Manager and incorporates the Amended and Restated MOU herein; and

WHEREAS, HASBARCO and County amend and restate the Mental Health SSA outlining County’s role as supportive services provider and HASBARCO’s role as Property Manager for Heritage Ridge Senior Project.

NOW, THEREFORE, pursuant to the terms, covenants, and conditions referenced herein, County and HASBARCO 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. HASBARCO’s representative is President and CEO, Robert P. Havlicek, Jr., at phone number 805-736-3423. 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 HASBARCO:	Robert P. Havlicek, Jr., Executive Director Housing Authority of the County of Santa Barbara 815 West Ocean Ave Lompoc, CA 93436 FAX: 805-735-7672

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 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.

County shall commence performance of supportive services no later than 30 days following issuance of Certificate of Occupancy, and shall renew automatically for additional one-year terms thereafter for a maximum of 55 years, subject to annual review by the Parties at least 60 calendar days before renewal, or unless earlier terminated as set forth herein.

5. COMPENSATION OF COUNTY.

In full consideration for County's services, County shall be reimbursed for its services under this Agreement in accordance with the terms of EXHIBIT B(s) attached hereto and incorporated herein by reference. HASBARCO anticipates using the net operating income from the Senior Project to reimburse County for services. HASBARCO will work with County to offset scheduled funding from the Senior Project operations by reimbursement amounts for supportive services obtained from Medi-Cal, Cal AIM, Permanent Local Housing Assistance Program, and other similar funding sources.

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 and not as an officer, agent, servant, employee, joint venture, partner, or associate of the other party. Furthermore, HASBARCO 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 and in accordance with all applicable State and Federal laws, rules and regulations including, but not limited to, Supportive

Services under HHC Article I Guidelines Section 112, Housing First requirements under HHC Article I Guidelines Section 113, and Vulnerable Populations Best Practices under HHC Article I Guidelines Section 116. 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.

- A.** HASBARCO and County certify 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. HASBARCO and County certify that they shall not contract with a subcontractor that is so debarred or suspended.
- B.** This certification is a material representation of fact relied upon by County. If it is later determined that HASBARCO did not comply with 2 C.F.R. part 180 and 48 C.F.R. part 9.4, in addition to the remedies available to the California Department of Housing and Community Development, the Federal Government may pursue available remedies including, but not limited to, suspension and/or debarment.
- C.** This Agreement is a covered transaction for purposes of 2 C.F.R. part 180 and 48 C.F.R. part 9.4. As such HASBARCO and County are required to verify that none of the employees, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- D.** HASBARCO and County must comply with 2 C.F.R. part 180 and 48 C.F.R. part 9.4 and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

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 the performance of

services required to be performed under this Agreement. Each Party further covenants that in the performance of such Party's 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.

HASBARCO shall not use County's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. HASBARCO shall not use County's name or logo in any manner that would give the appearance that County is endorsing HASBARCO. HASBARCO shall not in any way contract on behalf of or in the name of County. HASBARCO 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 HASBARCO's use in connection with the services under this Agreement shall remain County's property, and HASBARCO shall return any such items whenever requested by County and whenever required according to the Termination section of this Agreement. HASBARCO may use such items only in connection with this Agreement. HASBARCO 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 HHC tenants in accordance with all applicable laws.

14. RECORDS, AUDIT, AND REVIEW.

- A.** Each party shall keep such business records pursuant to 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 years following the termination of this Agreement and after the federal and state periods of affordability terminates. If any litigation, claim, negotiation, audit, monitoring, inspection or other action commences during this required retention period, all records must be retained

for five years after the conclusion or resolution of the matter. 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 shall be final regarding the disclosure of information to HASBARCO 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. 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.
- D.** Each party agrees that the CA State HCD or its designee, and the County of Santa Barbara must have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Agreement. Party agrees to provide the CA State HCD or its designee with any relevant information requested and must permit the CA State HCD or its designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with California Government Code § 8546.7. Each Party further agrees to maintain such records in compliance with 2 C.F.R. Part 200 and 24 C.F.R. § 93.407. Party may contact the CA State HCD for specific record retention questions regarding this Agreement. County may inquire to HASBARCO for record retention questions regarding this Agreement and HASBARCO must provide reasonable assistance to County. Each Party also agrees to include in any contract that it enters into, in an amount exceeding \$10,000.00, a provision establishing the CA State HCD's right to audit the Party's records and interview their employees.
- E.** The performance of this Agreement by each party must be subject to examination and audit by the State Auditor pursuant to Government Code § 8546.7. HASBARCO is responsible for the completion of any required audits and all costs of preparing audits. If there are audit findings, then HASBARCO must submit a detailed response acceptable to CA State HCD for each audit filing to HASBARCO. County may provide

reasonable assistance to HASBARCO regarding the Mental Health services under this Agreement.

15. INDEMNIFICATION AND INSURANCE.

HASBARCO agrees to and shall comply with 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, each party 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. Each party shall insure that the evaluation and treatment of employees and applicants for employment is free of such discrimination. Each party 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), the Violence Against Women Reauthorization Act of 2013 (VAWA), and the regulations or standards adopted by the awarding state agency to implement such article. Each party and their subcontractors shall not conduct programs, policies or any activities contemplated in this Agreement that substantially affect human health or the environment in a manner that excludes persons based on race, color, or national origin pursuant to Executive Order 12898. Each party 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 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. Each party 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 HASBARCO agrees to comply with said ordinance.

17. DRUG-FREE WORKPLACE

Each party acknowledge and agree to comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. 701, et seq.) and the U.S. Department of Housing and Urban Development's (HUD) implementing regulations at 2 C.F.R. Part 2429 in the performance of this Agreement.

18. NONEXCLUSIVE AGREEMENT.

HASBARCO understand 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.

19. NON-ASSIGNMENT.

HASBARCO 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.

20. TERMINATION.

- A.** This Agreement may be terminated upon the occurrence of any of the following events:
- i. Upon the mutual written agreement of each party hereto;
 - ii. Either party may terminate this Agreement for convenience in whole or in part upon 30 days written notice. During the 30 day period, HASBARCO 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.
 - iii. Upon written notice of failure to perform, if HASBARCO shall fail to perform its obligations under this Agreement and such failure shall continue for a period of at least 60 days after written notice thereof from the Party claiming such default; or
 - iv. 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 HASBARCO 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.

- v. CA State HCD may terminate its Agreement (21-HHCC-00013) HASBARCO if there is a breach or violation in their Agreement or any provision of CA State HCD Senate Bill 2. Termination of the Agreement with HHC would result in the termination of this Supportive Services Agreement within the same time frame.
 - vi. If directed by the CA State HCD upon termination of this Agreement, the Parties and their subcontractors must cause all records, accounts, documentation and all other materials relevant to the Work to be delivered to the CA State HCD as depository.
 - vii. If HASBARCO Agreement with CA State HCD is terminated, HASBARCO must provide the County with a minimum of 30 days written notice.
- B.** Upon expiration or termination, HASBARCO 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 HASBARCO in performing its obligations under this Agreement, whether completed or in process, except such items as County may, by written permission, permit HASBARCO to retain. Upon any termination, HASBARCO shall also provide County with reasonable and timely assistance with making an orderly transition to a new property manager.
- C.** Upon termination, HASBARCO shall provide County with reasonable assistance in winding down this Agreement including transitioning to a successor property manager and delivering to County all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by HASBARCO in performing its obligations under this Agreement, whether completed or in process, except such items as County may, by written permission, permit HASBARCO to retain. County shall provide HASBARCO property-related reports, records, documents, or papers as may have been accumulated or produced by County in performing its obligations under this Agreement, whether completed or in process, except any and all information containing any client Personal Health Information (PHI).

21. SUSPENSION FOR CONVENIENCE

The Director of the Department of Behavioral Wellness or designee may, without cause, order the suspension of Behavioral Wellness services in writing to suspend, delay, or interrupt these services under this Agreement in whole or in part of up to 120 days. County and HASBARCO shall

incur no liability for suspension under this provision and suspension shall not constitute a breach of this Agreement.

22. 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.

23. 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.

24. 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.

25. TIME IS OF THE ESSENCE.

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

26. 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 HASBARCO shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of the County.

27. ENTIRE AGREEMENT AND AMENDMENT.

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of HASBARCO and there have been no promises, representations, agreements, warranties or undertakings by HASBARCO, 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 both parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel. Requests for changes to the terms and conditions of this agreement after April 1 of the Fiscal Year for which the change would be applicable shall not be considered. All requests for changes shall be in writing. Changes shall be made by an amendment pursuant to this Section. Notwithstanding any other provision of this Agreement, any amendments or modifications that do not materially change the terms of this Agreement (such as changes to the Designated Representative or HASBARCO's address for purposes of Notice) or that are authorized by the

County of Santa Barbara Board of Supervisors may be approved by the Director of the Department of Behavioral Wellness or designee in writing and shall constitute an amendment or modification of this Agreement upon execution by the Director of the Department of Behavioral Wellness or designee.

28. 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 both parties hereto, shall be binding upon and inure to the benefit of each party, its successors and assigns.

29. COMPLIANCE WITH LAW.

HASBARCO, 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. The loan recipient, HASBARCO, must follow the procurement standards in 2 C.F.R. §§ 200.318 through 200.327. HASBARCO activities funded with HHC funds are required to comply with 24 CFR Part 93.350 and 24 CFR Part 93.301.

30. 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.

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

32. AUTHORITY.

All signatories 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, HASBARCO hereby warrants that it shall not have breached the terms

or conditions of any other contract or agreement to which HASBARCO is obligated, which breach would have a material effect hereon.

33. 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.

34. 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. If there is a conflict between this Agreement and the MOU, the MOU shall prevail.

35. FORCE MAJEURE.

County and HASBARCO 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.

36. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS.

- A. HASBARCO and County shall comply with the requirements of 2 C.F.R. Part 200 and 300 and 45 Code of Federal Regulations part 75, which are incorporated herein by reference.
- B. HASBARCO and County shall include these requirements in all subcontracts to perform work under this Agreement.

37. MANDATORY DISCLOSURE.

- A. HASBARCO and County must promptly disclose whenever, in connection with this Agreement (including any activities or subcontracts thereunder), it has credible evidence of the commission of a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code (U.S.C.) or a violation of the civil False Claims Act (31 U.S.C. §§ 3729–3733). The disclosure must be made in writing to the Federal agency, the agency's Office of Inspector General, and pass-through entity (if applicable). Each party is also required to report matters related to County, State, or Federal agency's integrity and performance in accordance with Appendix XII of 2 C.F.R. Part 200. Failure to make required disclosures can result in any of the remedies described in 2 C.F.R. §

200.339 Remedies for noncompliance. (See also 2 C.F.R. part 180, 31 U.S.C. § 3321, and 41 U.S.C. § 2313.)

- B. HASBARCO shall also comply with the disclosure provisions set forth below in Section 38 (Byrd Anti-Lobbying Amendment) and EXHIBIT D to this Agreement.

38. BYRD ANTI-LOBBYING AMENDMENT.

A. Certification and Disclosure Requirements.

- i. Each party must file a certification (in the form set forth in EXHIBIT D, Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that HASBARCO or County has not made and will not make any payment prohibited by subsection B (Prohibition) of this Section (Byrd Anti-Lobbying Amendment).
- ii. Each party must file a disclosure (in the form set forth in EXHIBIT D, Attachment 2, entitled "Standard Form-LLL 'Disclosure of Lobbying Activities'") if it has made or has agreed to make any payment using non-appropriated funds (to include profits from any covered federal action) in connection with a contract or grant or any extension or amendment of that contract or grant which would be prohibited under subsection B (Prohibition) of this Section (Byrd Anti-Lobbying Amendment) if paid for with appropriated funds.
- iii. Each party must file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by party under subsection A.2. of this Section (Byrd Anti-Lobbying Amendment). An event that materially affects the accuracy of the information reported includes:
 - a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
 - b) A change in the person(s) or individual(s) influencing or attempting to influence a covered federal action; or
 - c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
- iv. Each party shall require all lower tier subcontractors to certify and disclose to the next tier above.
- v. All disclosure forms shall be forwarded from tier to tier until received by County or HASBARCO.

B. Prohibition. Section 1352 of title 31 of the United States Code provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an

employee of a member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

- C. Each party shall include these requirements in all lower tier subcontracts exceeding \$100,000 to perform work under this Agreement.

39. PROCUREMENT OF RECOVERED MATERIALS.

- A. HASBARCO and County shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, [42 U.S.C. § 6962](#). The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- B. HASBARCO and County should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.
- C. HASBARCO and County shall include these requirements in all subcontracts to perform work under this Agreement.

40. DOMESTIC PREFERENCES FOR PROCUREMENTS.

- A. HASBARCO and County should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontractor agreements.
- B. For purposes of this section:
 - 1. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - 2. “Manufactured products” means items and construction materials composed in whole or in part of nonferrous metals such as aluminum;

plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

- C. HASBARCO and County shall include these requirements in all subcontracts to perform work under this Agreement.

41. CLEAN AIR ACT.

- A. HASBARCO and County agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- B. HASBARCO and County agree to report each violation to the California Environmental Protection Agency and understands and agrees that the California Environmental Protection Agency will, in turn, report each violation as required to assure notification to the County, Federal Agency which provided funds in support of this Agreement, and the appropriate Environmental Protection Agency Regional Office.
- C. HASBARCO and County agree to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

42. FEDERAL WATER POLLUTION CONTROL ACT.

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

43. PROHIBITIONS ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

- A.** HASBARCO and County are prohibited from obligating or expending loan or grant funds to:
- 1.** Procure or obtain covered telecommunications equipment or services;
 - 2.** Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
 - 3.** Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.
- B.** As described in section 889 of [Public Law 115-232](#), “covered telecommunications equipment or services” means any of the following:
- 1.** Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
 - 2.** For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
 - 3.** Telecommunications or video surveillance services provided by such entities or using such equipment; or
 - 4.** Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- C.** For the purposes of this section, “covered telecommunications equipment or services” also includes systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- D.** In implementing the prohibition under [Public Law 115-232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- E.** HASBARCO and County certify that they will comply with the prohibition on covered telecommunications equipment and services in this section. Each party

is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting grant funding and those provided upon submitting payment requests and financial reports.

- F.** See [Public Law 115-232](#), section 889 for additional information and 2 C.F.R. [§ 200.471](#).
- G.** HASBARCO and County shall include these requirements in all subcontracts to perform work under this Agreement.

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SIGNATURE PAGE FOLLOWS

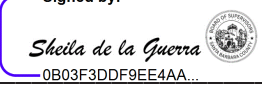
SIGNATURE PAGE

First Amended and Restated Mental Health Supportive Services Agreement between the **County of Santa Barbara** and **Housing Authority of the County of Santa Barbara**.

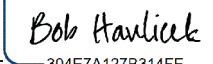
IN WITNESS WHEREOF, the Parties hereto have executed this First Amended and Restated Mental Health Supportive Services Agreement for Heritage Ridge Senior Project, to be effective on the day executed by County.

COUNTY OF SANTA BARBARA:
By: 
9DD6B7A21EC646A
BOB NELSON, CHAIR
BOARD OF SUPERVISORS
Date: 6/10/2026 | 3:26 PM PDT

ATTEST:
MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: 
0B03F3DDF9EE4AA...
Deputy Clerk
Date: 6/10/2026 | 3:31 PM PDT

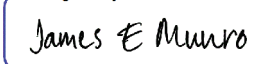
HASBARCO
HOUSING AUTHORITY OF THE COUNTY OF SANTA BARBARA
Robert P. Havlicek, Jr., Executive Director

By: 
304E7A127B314FE...
Executive Director
Date: 5/18/2026

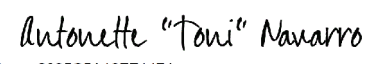
APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

By: 
48A252DEFFD3466...
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:
BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By: 
02BA147EF6A84DE...
Deputy

RECOMMENDED FOR APPROVAL:
ANTONETTE NAVARRO, LMFT,
DIRECTOR
DEPARTMENT OF BEHAVIORAL
WELLNESS

By: 
2095C5A16FE1474...
Director

APPROVED AS TO FORM: RISK
MARISA KAHN
RISK MANAGER

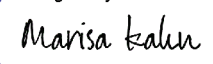
By: 
DF54F5C86F0C41A...
Risk Manager

EXHIBIT A

STATEMENT OF WORK

EXHIBIT A

STATEMENT OF WORK

- 1. PERFORMANCE.** The County, through its Department of Behavioral Wellness (BWell) or a County-contracted service provider, will provide on- and off-site supportive services to eligible Housing for a Healthy California (HHC) Senior tenants residing at the affordable rental housing development located at Heritage Ridge, 6488 Camino Vista, Goleta, California 93117 (the Senior Project) as specified herein and otherwise in accordance with applicable provisions of the Standard Agreement HASBARCO, entered into with the California Department of Housing and Community Development for HHC funding (Contract No. 21-HHCC-00013 and 21-HHCC-00013-01), HHC Guidelines (issued May 13, 2019 and amended February 28, 2020) (Article I Guidelines Section 112), and HHC laws and regulations and the Memorandum of Understanding (MOU) (incorporated herein by this reference) entered into among County and HASBARCO as required by Sections 102 and 112 of the HHC Guidelines, all of which may be amended and pursuant to those amendments.

Property management staff and service providers must make participation in Supportive Services by HHC Senior tenants voluntary, flexible, and individualized, so HHC Senior tenants may continue to engage with Supportive Services providers, even as the intensity of services needed may change. Adaptability in the level of services should support tenant engagement and housing retention. Access to or continued occupancy in housing cannot be conditioned on participation in services or on sobriety.

Supportive Services will be provided at the Heritage Ridge property, or another location easily accessible to tenants.

2. GOALS.

- A.** Deliver seamless services to eligible HHC Senior 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 tenants by providing skill building assistance;
- D.** Enhance tenants' independent living skills;
- E.** Achieve and maintain stable/permanent housing for tenants.

3. COUNTY OBLIGATIONS.

- A.** County of Santa Barbara Department of Behavioral Wellness (BWell) or a County-contracted

service provider shall provide behavioral health supportive services to eligible HHC Senior tenants residing at the Senior Project, as needed, onsite, or at another location easily accessible to tenants, for a minimum of 35.2 hours per week. Behavioral Health supportive services provided for persons with co-occurring mental and physical disabilities, or co-occurring mental and substance use disorders shall include, but not be limited to:

- i. Case management (on-site at the Senior Project);
- ii. Peer support activities (on-site at the Senior Project);
- iii. Support linking to behavioral health care;
- iv. Support linking to Primary Care Services;
- v. Benefits counseling and advocacy;
- vi. Basic housing retention skills;
- vii. Transportation assistance for tenants for attending appointments at off-site service provider locations.
- viii. County may, in its sole and absolute discretion, provide the foregoing mental health supportive services to other, non-HHC tenants residing at the Project directly or through a County-contracted service provider.

B. BWell or a County-contracted service provider will provide, or coordinate the provision of, or referral to, the following additional services to tenants as needed by individual tenants.

- i. Behavioral health supportive services for persons with co-occurring mental and physical disabilities, or co- occurring mental and substance use disorders not listed above under Section 3. A. (Services) of this Exhibit A;
- ii. Recreational and social activities;
- iii. Support linking to educational services;
- iv. Support linking to employment services; and
- v. Obtaining access to other needed services.

C. Except as otherwise provided in this Agreement, the services may be provided onsite at the Senior Project or offsite at another location easily accessible to HHC tenants.

D. County will provide a Behavioral Wellness or County-contracted case manager for 35.2 FTE hours.

- E. Subject to the terms and conditions of this Agreement and the regulations applicable to the HHC Senior Program, as may be amended, BWell, or designee/subcontractor shall determine the method, details, and means of performing the services described herein.
- F. BWell, or designated subcontractor, will participate in Residency Council meetings with onsite housing management.
- G. BWell, or designee/subcontractor, will meet regularly with HASBARCO to review tenants' tenancies in order to assure integrated housing and support services with the joint goal of tenant engagement and housing retention.

H. Tenant Outreach, Engagement, and Retention Strategies

- i. BWell, or designee/subcontractor, will participate with Property Management to outreach to applicants and prospective residents, participate in potential tenant assessment prior to leasing, outreach through door-knocking, peer contacts, leafleting and outreach to organizations working directly with the targeted population.
- ii. BWell, or designee/subcontractor, will engage with tenants to find points of interest that will entice them to participate in onsite supportive services on an individual basis. Frequently, this involves distribution of surplus food, as well as peer group common meal prep and social activities.
- iii. BWell, or designee/subcontractor, will use motivational strategies, trauma-informed strategies, and WRAP peer-led strategies to engage residents in social interaction, building operations and community involvement. Tenants will be given the opportunity to participate in tenant-led committee on resolving tenants' grievances and maintaining the development's community spaces and planning community events.
- iv. Additionally, the peer-led support groups are vital in supporting tenants in planning, adapting, and then communicating to their recovery team what services the tenants need and the manner in which they should be delivered. The development of tenants' WRAP plan will help them plan and deliver their services, as part of their Recovery Model. Tenants will have the opportunity to serve on the tenant-led committees
- I. BWell, or designee/subcontractor, and Property Management will develop a Tenant Satisfaction Survey, which will include questions regarding the general provision of services in the project. The survey will be put in each tenant's mailbox, and surveys can be left anonymously in the manager's post box. Surveys will be reviewed jointly by BWell, or designee/subcontractor, and housing staff quarterly and the outcome measured will include general rating of the tenant's happiness living in the Senior Project, overall satisfaction with housing accommodations and suggestions for additional supportive services.
- J. Transportation Plan.** BWell, or designee/subcontractor, will contract with a contractor to provide transportation solutions, as needed by residents; will assist HHC tenants to learn the local public transportation system; will work to improve coordination,

cooperation, and communication on behalf of HHC Senior tenants and transportation agencies and the service provider community; increase and communicate alternative non-emergency transportation options for HHC Senior tenants; and as a long term strategy, improve transportation options in Santa Barbara County to facilitate independence and self-sufficiency.

K. Cultural Competency.

- i. BWell, or designee/subcontractor, are required to take Cultural Competency training annually for services to persons of different races, ethnicities, sexual orientation, gender identities, and gender expression. Supportive Services plan will adhere to the Housing First core components pursuant to Welfare and Institutions Code Section 8255(b).
- ii. Supportive Services plan will adhere to the Housing First core components pursuant to Welfare and Institutions Code Section 8255(b).
- iii. Party's Program(s) shall be staffed with personnel who can communicate in the client preferred language, or Party shall provide interpretation services, including American Sign Language (ASL).
- iv. Party will strive to fill direct service positions with bilingual staff in County's threshold language (Spanish).
- v. Party shall provide services that consider the cultural aspects of mental illness, as well as the ethnic and cultural diversity of clients and families served. Additionally, any materials provided to the public must be printed in Spanish (threshold language).
- L. Subject to the terms and conditions of this Agreement and the regulations applicable to the HHC Program, as may be amended, BWell, or designee/subcontractor shall determine the method, details, and means of performing the services described herein.

4. HASBARCO'S OBLIGATIONS

A. Senior Project Property Management.

HASBARCO, may serve as, employ and supervise, or subcontract a Property Manager (referred to as HASBARCO or Property Manager), and shall cooperate with County as may be reasonably necessary for County to perform its services.

- B. Property Manager shall have three or more years of experience servicing persons who qualify as members of the Target Population.
- C. The "Senior Project Team" shall consist of HASBARCO and County.

D. HHC Unit Rental Process

- i. Property Manager, shall receive and screen County referrals for tenancy at the Senior Project under the HHC Housing Program.
- ii. Property Management will include an on-site property manager subject to the terms of the Housing First practices, as each may be amended from time to time.
- iii. HHC eligible tenants will be selected through the use of the County Coordinated Entry System (CES) an assessment tool to determine eligibility and needs of individuals and families seeking homeless assistance based on individual needs and strengths, 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).
- iv. HASBARCO will accept HHC Senior 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.
- v. HASBARCO will not exclude an applicant with a voucher under Section 8 Tenant-Based Assistance: Housing Choice Voucher program (24 C.F.R. Part 982) or an applicant participating in a HOME tenant-based rental assistance program (24 C.F.R. Part 92) because of the status of the prospective tenant as a holder of such voucher or comparable HOME tenant-based assistance document;
- vi. HASBARCO will provide for the selection of tenants from a written waiting list in the chronological order of their application, insofar as is practicable;
- vii. HASBARCO will provide a preference for accessible Units to persons with disabilities requiring the features of the accessible Units in accordance with Section 10337(b)(2) of the TCAC regulations;
- viii. HASBARCO will comply with the Violence Against Women's Act requirements prescribed in 24 C.F.R. § 93.356;
- ix. After initial lease-up of all HHC-Senior designated units, HASBARCO will use the CES to fill vacancies, as they occur, for the 12 HHC Senior designated units.
- x. HASBARCO will participate in Residency Council meetings with County or designee/subcontractor.
- xi. HASBARCO will provide County with a copy of any denial notice to HHC-Senior eligible applicants.
- xii. HASBARCO will provide County with the Senior Project's occupancy list on a regular basis.

- E. HASBARCO shall cooperate with County as may be reasonably necessary for County to perform its services under this Agreement. President/CEO of HASBARCO agrees to

provide assistance to County or a County-contracted provider as requested regarding particular service-related requirements.

5. SHARED RESPONSIBILITIES OF COUNTY & HASBARCO

A. Implementing Evidence-Based Practices.

BWell, and HASBARCO, as Property Manager, shall provide the following evidence-based practices to engage and assist HHC Senior tenants in addressing behaviors that could lead to eviction or to assist in accessing other housing:

- i. Critical time intervention
- ii. Cognitive behavioral therapy
- iii. Trauma-informed care
- iv. Motivational interviewing
- v. Voluntary “moving-on” strategies
- vi. Assertive community treatment

B. Non-Discrimination

Upon development and throughout the term of the Senior Project, HASBARCO will work to ensure that tenants who do not speak English and those who have sensory disabilities are able to effectively communicate with the County and HASBARCO.

6. COORDINATION OF SERVICES

County and designated HASBARCO staff shall participate in coordination meetings with each other and shall meet regularly, as needed, to review the tenancies of HHC-eligible Senior Project tenants in order to ensure integrated housing and supportive services with the joint goal of tenant engagement and housing retention.

EXHIBIT B

FINANCIAL PROVISIONS

EXHIBIT B

FINANCIAL PROVISIONS

1. PAYMENT TO COUNTY.

- A. In full consideration for County's services, HASBARCO, as the property owner and manager of the Senior Project, shall pay to County costs for services under this Agreement in accordance with Exhibit B-1.
- B. County will invoice HASBARCO quarterly for services rendered pursuant to this Agreement.
- C. Payment by HASBARCO shall be net 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. HASBARCO is not entitled to compensation by County for performance of its obligations under this Agreement.

EXHIBIT B-1
SCHEDULE OF FEES

SERVICE	Rates for Service	Annual Cost
Supportive Services	.88 FTE (35.2) hours per week	*Estimated \$92,400 annually *Subject to 3% annual increase thereafter

EXHIBIT C
STANDARD
INDEMNIFICATION
AND
INSURANCE PROVISIONS

EXHIBIT C

Indemnification and Insurance Requirements

For Design Professional Contracts that also Include Non-Design Services

(Specific to Heritage Ridge Senior Supportive Services Agreement)

INDEMNIFICATION

A. Indemnification pertaining to Design Professional Services:

HASBARCO agree to fully indemnify and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, suits damages, costs, expenses, judgments and/or liabilities that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of the HASBARCO and its employees, subcontractors, or agents in the performance of services under this Agreement. The indemnity includes the cost to defend COUNTY to the extent of HASBARCO'S proportionate percentage of fault. Should one (or more) defendants be unable to pay its share of the defense costs due to bankruptcy or dissolution of the business, HASBARCO shall meet and confer with other parties regarding unpaid defense costs and HASBARCO shall pay COUNTY'S cost of defense to the fullest extent permitted by law.

B. Indemnification pertaining to other than Design Professional Services:

HASBARCO 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.

HASBARCO'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

HASBARCO 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

HASBARCO 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 HASBARCO, 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 on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$5,000,000 per occurrence and \$10,000,000 in the aggregate.
- 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. Professional Liability:** (Errors and Omissions) Insurance appropriate to HASBARCO'S profession, with limit no less than \$5,000,000 per occurrence or claim, \$10,000,000 aggregate as long as contract stays in effect. Defense costs must remain outside of limits.
- 5. Sexual Misconduct Liability:** Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2,000,000 per claim and \$2,000,000 aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

If HASBARCO maintains broader coverage and/or higher limits than the minimums shown above, the COUNTY requires and shall be entitled to the broader coverage and/or the higher limits maintained by HASBARCO. 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 both HASBARCO CGL policies with respect to liability arising out of work or operations performed by or on behalf of HASBARCO 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 HASBARCO'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 HASBARCO'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 HASBARCO'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** — HASBARCO hereby grant to COUNTY a waiver of any right to subrogation which any insurer of said HASBARCO may acquire against the COUNTY by virtue of the payment of any loss under such insurance. HASBARCO agree 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 HASBARCO 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** — HASBARCO 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 HASBARCO's obligation to provide them. HASBARCO 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 — HASBARCO shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and HASBARCO 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, HASBARCO 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. HASBARCO agrees to execute any such amendment within thirty (30) days of receipt.

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

EXHIBIT D

LOBBYING CERTIFICATIONS

Attachment 1
State of California
Department of Health Care Services

CERTIFICATION REGARDING LOBBYING

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, 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, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., 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.

 Name of Contractor/County

 Printed Name of Person Signing for Contractor/County

 Contract / Grant Number

 Signature of Person Signing for Contractor/County

 Date

 Title

After execution by or on behalf of Contractor or County, please return to:

Contractor return to:
 Santa Barbara County
 Department of Behavioral Wellness
 Contracts Division
 Attn: Contracts Manager
 429 N. San Antonio Rd.
 Santa Barbara, CA 93110

County return to:
 HASBARCO
 Robert Havlicek, Jr., Executive Director
 815 West Ocean Ave
 Lompoc, CA 93436

County and Contractor reserves the right to notify the contractor in writing of an alternate submission address.

Attachment 2

Approved by OMB
0348-0046

CERTIFICATION REGARDING LOBBYING

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action: [] a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance		2. Status of Federal Action: [] a. bid/offer/application b. initial award c. post-award		3. Report Type: [] a. initial filing b. material change For Material Change Only: Year _____ quarter _____ date of last report _____.	
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier __, if known: Congressional District If known:			5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District If known:		
6. Federal Department Agency			7. Federal Program Name/Description: CDFA Number, if applicable: _____		
8. Federal Action Number, if known:			9. Award Amount, if known: \$		
10.a. Name and Address of Lobbying Registrant (If individual, last name, first name, MI):			b. Individuals Performing Services (including address if different from 10a. (Last name, First name, MI):		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person that fails to file the required disclosure shall be subject to a not more than \$100,000 for each such failure.			Signature: _____		
			Print Name: _____		
			Title: _____		
			Telephone No. : _____ Date: _____		
Federal Use Only				Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient.
Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
- B. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the Individual(s) performing services, and include full address if different from 10 (a).
Enter Last Name, First Name, and Middle
Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.