

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

between

SANTA BARBARA COUNTY

and

PATH (PEOPLE ASSISTING THE HOMELESS)

for the period

July 1, 2015 through June 30, 2016

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 PATH (People Assisting the Homeless) with an address at 340 N. Madison Avenue, Los Angeles, CA (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

WHEREAS, The Public Health Department (PHD) has a contract with the federal government; HRSA (Health Resource Service Administration) to provide comprehensive, culturally competent, quality primary health care services to medically underserved, communities and vulnerable populations. The specific grant, Healthcare for the Homeless Program reaches out to homeless individuals and families and provides primary care and substance abuse services; and

WHEREAS, the COUNTY develops contracts with community partnerships to comply with the extensive grant requirements. Compliance with the tenets of the grant is imperative; therefore data to support this contract is required; and

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;

WHEREAS, County has previously contracted with Casa Esperanza Homeless Center for similar services, in contracts expiring June 30, 2015, and Casa Esperanza has stated that it intends to merge with and into Contractor effective June 30, 2015, County is entering into this Agreement with Contractor under the assumption that such merger will be effective June 30, 2015;

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

1. DESIGNATED REPRESENTATIVE

Ralph Barbosa at phone number 805-681-5363 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Joel John Roberts, CEO, at phone number 323-644-2232 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. NOTICES

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

To COUNTY: Ralph Barbosa
300 N. San Antonio Road, Bldg 1
Santa Barbara, CA 93110

To CONTRACTOR: Joel John Roberts, CEO
PATH (People Assisting the Homeless)
340 N. Madison Avenue
Los Angeles, CA 90004
(323) 644-2232

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

3. SCOPE OF SERVICES

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

4. TERM

CONTRACTOR shall commence performance on July 1, 2015 and end performance upon completion, but no later than June 30, 2016 unless otherwise directed by COUNTY or unless earlier terminated.

County is entering into this Agreement with Contractor under the assumption that Contractor's merger with Casa Esperanza will be completed effective June 30, 2015. Immediately following such merger, Contractor shall notify County of the effective date of the merger. In the event that such merger does not take effect on or within ten (10) days of June 30, 2015, this Agreement shall have no force or effect.

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 A 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 A. Unless otherwise specified on EXHIBIT A, 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 the 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.

COUNTY previously contracted with Casa Esperanza Homeless Center (Casa Esperanza) for similar services, in contracts expiring June 30, 2015. Casa Esperanza has stated that it intends to merge with and into CONTRACTOR effective June 30, 2015, and COUNTY is entering into this Agreement with CONTRACTOR under the assumption that such merger will be effective June 30, 2015. Immediately following such merger, CONTRACTOR shall notify COUNTY of the effective date of the merger. In the event that such merger does not take effect on or within ten (10) days of June 30, 2015, this Agreement shall have no force or effect.

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 A, 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. COMPLIANCE WITH HIPAA

CONTRACTOR is expected to adhere to Health Insurance Portability and Accountability Act (HIPAA) regulations and to develop and maintain comprehensive patient confidentiality policies and procedures, provide annual training of all staff regarding those policies and procedures, and demonstrate reasonable effort to secure written and/or electronic data. The parties should anticipate that this Agreement will be modified as necessary for full compliance with HIPAA.

34. COURT APPEARANCES.

Upon request, Contractor shall cooperate with County in making available necessary witnesses for court hearings and trials, including Contractor's staff that have provided treatment to a client referred by County who is the subject of a court proceeding. County shall issue subpoenas for the required witnesses upon request of Contractor.

35. MANDATORY DISCLOSURE.

Contractor must disclose, in a timely manner, in writing to the County any known violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this Agreement.

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and PATH (People Assisting the Homeless).

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

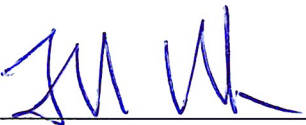
COUNTY OF SANTA BARBARA:

By: _____
Chair, Board of Supervisors

Date: _____


RECOMMENDED FOR APPROVAL:

Takashi Wada, MD, MPH
Director / Deputy Health Officer

By:  _____
Department Head

APPROVED AS TO ACCOUNTING FORM:

Robert W. Geis, CPA
Auditor-Controller

By:  _____
Deputy

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

By:  _____
Deputy County Counsel

APPROVED AS TO FORM:


Risk Management

By:  _____
Risk Management

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and PATH (People Assisting the Homeless).

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

CONTRACTOR:
PATH (PEOPLE ASSISTING THE HOMELESS)

By: 
Authorized Representative

Name: JOEL JOHN ROBERTS

Title: CHIEF EXECUTIVE OFFICER

EXHIBIT A

SCOPE OF WORK AND BILLING INFORMATION

Effective Date: July 1, 2015 – June 30, 2016

The Public Health Department (PHD) (COUNTY) has a contract with the federal government; HRSA (Health Resource Service Administration) to provide comprehensive, culturally competent, quality primary health care services to medically underserved, communities and vulnerable populations. The specific grant, Healthcare for the Homeless Program reaches out to homeless individuals and families and provides primary care and substance abuse services. Therefore, the COUNTY develops contracts with community partnerships to comply with the extensive grant requirements. Compliance with the tenets of the grant is imperative; therefore data to support this contract is required.

| | |
|---|---|
| 1. Name of Vendor: | PATH (People Assisting the Homeless) |
| 2. Name of Program: | Healthcare for the Homeless (HCH) |
| 3. Type of Service: | Substance abuse screening, referral and treatment |
| 4. Target Population: | Individuals who are homeless and living in Santa Barbara County (SBC) |
| 5. Program Description/ Services to be provided: | <ul style="list-style-type: none"> A. Provide substance abuse screening, brief intervention, and referral to treatment (SBIRT) services for individuals who are homeless in SBC; B. Personnel administering SBIRT services must be SBIRT certified through an approved SBIRT training and possess a current Drug and Alcohol Counselor certificate issued by the State of California; C. Provide documentation of screening, brief intervention, treatment/referral coordination planning on the HCH Substance Abuse Services Progress Note. D. Provide project coordination to include development and oversight of program components, statistical gathering and reporting; E. Provide program outreach to include coordination with staff in the Public Health Department (PHD,) Alcohol Drug & Mental Health Services (ADMHS) and Social Services (SS) Departments; and, F. Review the Public Health Department Compliance Program Plan, Code of Ethics and Risk Plan (http://cosb.countyofsb.org/phd/phdcompliance.aspx). Adhere to the policies and procedures as outlined in these Plan elements at all times under the terms of this agreement; G. CONTRACTOR shall conduct regular and frequent reviews of all clinical, support staff and any subcontractors providing services to PHD under this agreement against the Centers for Medicare & Medicaid Services (CMS) Exclusions List and other applicable lists and; H. CONTRACTOR or any CONTRACTOR staff or CONTRACTOR subcontractors excluded or found to be on any of the aforementioned lists shall not provide services under this Agreement nor shall the cost of such staff be claimed to CMS or PHD. |

| | |
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| 6. Dates/Times services to be provided: | Services shall be provided approximately 60 hours a month. |
| 7. Number of unique clients to be served: | 600 |
| 8. Location(s) where services will be provided: | Casa Esperanza Health Care Center, 816 Cacique Street, Santa Barbara, CA 93103. |
| 9. Contractor's Qualifications: | <p>A. Have experience working with people who are homeless in a variety of living situations; i.e. shelters, street, camps, cars;</p> <p>B. Have familiarity with the homeless population who are substances users; and</p> <p>C. Have experience working with drug, alcohol, and poly-drug users.</p> |
| 10. Reporting Requirements and Performance Measures: | <p>PATH provides substance abuse screening, brief intervention, and referral to treatment (SBIRT) services for individuals who are homeless in Santa Barbara County. The services provided also include case management, coordination of treatment/counseling, and/or referral to advanced substance abuse services, and follow up.</p> <p>PATH invoices for payment of services monthly and includes Data reports are due by the 15th of the month following provision of services. Failure to submit a data report in a timely manner will result in delayed or no payment to CONTRACTOR. Data reports to measure performance.</p> <p>The data reports include the following items and will be reported monthly using the template in Exhibit B:</p> <p>A) Month of Service B) Number of unique patients served C) Number of encounters (duplicative count) D) Demographic information E) Type of primary addictions (alcohol or other substance) F) Type of Service Provided (Screening only, Brief Intervention, and/or Referral for further treatment)</p> |
| 11. Compensation and Invoicing: | <p>CONTRACTOR shall submit an electronic monthly invoice and Exhibit B data to the Program Administrator by the 15th of the month following provision of services. The monthly invoice amount is \$1,250.00. The Agreement Maximum may not exceed \$15,000.00.</p> <p>Invoice must be on agency letterhead and must include your contract number that will be found on the purchase order contract and will begin with the letters "CN". The following language must also be included on the invoice:</p> <p>I, _____ certify under penalty of perjury that I am an official of and am duly authorized to sign the certification and that to the best of my knowledge and information, I believe each statement and amount in the accompanying invoice to be true, correct, and in compliance with applicable state and federal laws.</p> <p>Invoices will not be paid until the required monthly report has been received and approved by PHD staff.</p> |

| | |
|---|--|
| | <p>Invoices that are more than 45 days past the due date, reimbursement will be reduced by 10% (-\$125.00) per invoice. For invoices more than 75 days past the due date, reimbursement will be reduced by 25% or (-\$104.00) per invoice.</p> <p>CONTRACTOR shall not bill clients or their parties for any services, which CONTRACTOR provides to COUNTY.</p> <p>NON-APPROPRIATIONS</p> <p>In the event that funds are not appropriated, budgeted, or otherwise made available in the consecutive years of this Agreement, then COUNTY shall immediately notify CONTRACTOR of such occurrence and the Agreement may be terminated by COUNTY. Subsequent to the termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.</p> |
| <p>12. Site Visits:</p> | <p>County of Santa Barbara Public Health Department may conduct at minimum one site visit annually with contracted agency.</p> |
| <p>13. County Designated Representative:</p> | <p>Ralph Barbosa – Program Coordinator Primary Care & Family Health Division, Public Health Department 300 N. San Antonio Rd, Bldg 1, Santa Barbara, CA 93110 Phone: (805) 681-5363 Fax: (805) 681-5200 Email: Ralph.Barbosa@sbcphd.org</p> |
| <p>14. County Contract Contact:</p> | <p>Kelly Lazarus, Contracts Unit, Public Health Department 300 N. San Antonio Rd, Bldg 8, Santa Barbara, California 93110 Phone : (805) 681-5107 Fax: (805) 681-5191 Email: phdcu@sbcphd.org</p> |
| <p>15. Indemnification and Insurance</p> | <p>COUNTY Standard Terms and Conditions for Independent Contractors apply to this Agreement (See Exhibit C).</p> |

EXHIBIT B

HEALTH CARE FOR THE HOMELESS SUBSTANCE ABUSE DATA SHEET

Facility:
 Reporting Month: Jan-15

| | # of Patients with primary addiction to alcohol or other substance | # of Visits by Primary Addiction | AUDIT/DAST Completed | | Screening Resulting in Brief Intervention | | Brief Interventions resulting in referral for treatment | | Progress Note Documenting Follow-Up Visit | |
|-----------------------------------|--|----------------------------------|----------------------|----------|---|----------|---|----------|---|----------|
| | | | PHD | NO PHD | PHD | NO PHD | PHD | NO PHD | PHD | NO PHD |
| Alcohol related Disorders | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Other substance related disorders | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Sub-Total | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| No AD / No SA Service | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Refused SA Service | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Total | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

PATIENTS BY AGE

| Age Groups | Male Clients | Female Clients |
|---------------------|--------------|----------------|
| Age 1 | 0 | 0 |
| Age 2 | 0 | 0 |
| Age 3 | 0 | 0 |
| Age 4 | 0 | 0 |
| Age 5 | 0 | 0 |
| Age 6 | 0 | 0 |
| Age 7 | 0 | 0 |
| Age 8 | 0 | 0 |
| Age 9 | 0 | 0 |
| Age 10 | 0 | 0 |
| Age 11 | 0 | 0 |
| Age 12 | 0 | 0 |
| Age 13 | 0 | 0 |
| Age 14 | 0 | 0 |
| Age 15 | 0 | 0 |
| Age 16 | 0 | 0 |
| Age 17 | 0 | 0 |
| Age 18 | 0 | 0 |
| Age 19 | 0 | 0 |
| Column total | 0 | 0 |

| Age Groups | Male Clients | Female Clients |
|---------------------|--------------|----------------|
| Age 20 | 0 | 0 |
| Age 21 | 0 | 0 |
| Age 22 | 0 | 0 |
| Age 23 | 0 | 0 |
| Age 24 | 0 | 0 |
| Age 25-29 | 0 | 0 |
| Age 30-34 | 0 | 0 |
| Age 35-39 | 0 | 0 |
| Age 40-44 | 0 | 0 |
| Age 45-49 | 0 | 0 |
| Age 50-54 | 0 | 0 |
| Age 55-59 | 0 | 0 |
| Age 60-64 | 0 | 0 |
| Age 65-69 | 0 | 0 |
| Age 70-74 | 0 | 0 |
| Age 75-79 | 0 | 0 |
| Age 80-84 | 0 | 0 |
| Age 85 & over | 0 | 0 |
| Column total | 0 | 0 |
| Total by Age | 0 | |

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 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:

- i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
- iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

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

Board Contract Summary

BC 16-071

Assigned By: Josue #2156

For use with Expenditure Contracts submitted to the Board for approval. Complete information below, print, obtain signature of authorized departmental representative, and submit this form, along with attachments, to the appropriate departments for signature. See also: Auditor-Controller Intranet Policies->Contracts.

| | | |
|-----|-----------------------|---------------|
| D1. | Fiscal Year | FY 2015-2016 |
| D2. | Department Name | Public Health |
| D3. | Contact Person | Ralph Barbosa |
| D4. | Telephone | X5363 |

| | | |
|------|--|---|
| K1. | Contract Type (check one): <input checked="" type="checkbox"/> Personal Service <input type="checkbox"/> Capital | |
| K2. | Brief Summary of Contract Description/Purpose | Provide substance abuse screening, brief intervention, and referral to treatment. |
| K3. | Department Project Number | |
| K4. | Original Contract Amount | \$ 15,000 |
| K5. | Contract Begin Date | July 1, 2015 |
| K6. | Original Contract End Date | June 30, 2015 |
| K7. | Amendment? (Yes or No) | No |
| K8. | - New Contract End Date | |
| K9. | - Total Number of Amendments | |
| K10. | - This Amendment Amount | \$ |
| K11. | - Total Previous Amendment Amounts | \$ |
| K12. | - Revised Total Contract Amount | \$ |

| | | |
|-----|---|---------------|
| B1. | Intended Board Agenda Date | June 23, 2015 |
| B2. | Number of Workers Displaced (if any) | |
| B3. | Number of Competitive Bids (if any) | N/A |
| B4. | Lowest Bid Amount (if bid) | N/A |
| B5. | If Board waived bids, show Agenda Date | N/A |
| | and Agenda Item Number | N/A |
| B6. | Boilerplate Contract Text Changed? (If Yes, cite Paragraph) | No |

| | | |
|-----|---------------------------------------|--------|
| F1. | Fund Number | 0042 |
| F2. | Department Number | 041 |
| F3. | Line Item Account Number | |
| F4. | Project Number (if applicable) | |
| F5. | Program Number (if applicable) | |
| F6. | Org Unit Number (if applicable) | |
| F7. | Payment Terms | Net 30 |

| | | |
|------|---|--------------------------------------|
| V1. | Auditor-Controller Vendor Number | |
| V2. | Payee/Contractor Name | PATH (People Assisting the Homeless) |
| V3. | Mailing Address | 340 N. Madison Ave. |
| V4. | City State (two-letter) Zip (include +4 if known) | Los Angeles, CA 90004 |
| V5. | Telephone Number | 323-644-2232 |
| V6. | Vendor Contact Person | Joel John Roberts, CEO |
| V7. | Workers Comp Insurance Expiration Date | |
| V8. | Liability Insurance Expiration Date | |
| V9. | Professional License Number | |
| V10. | Verified by (print name of county staff) | <u>Kelly Lazarus</u> |

V11 Company Type (Check one): Individual Sole Proprietorship Partnership Corporation

I certify information is complete and accurate; designated funds available; required concurrences evidenced on signature page.

Date: 6/9/15 Authorized Signature: Kelly Lazarus