

CONTRACTOR AGREEMENT

THIS AGREEMENT is made 12/9/2024 by and between Lake County Continuum of Care ("Customer"), a nonprofit organization, organized and existing under the laws of the Lucerne CA, having a principal place of business at 6302 Thirteenth Ave. P.O. Box 1024 Lucerne, CA 95458; and Treadwell LLC, a limited liability corporation organized and existing under the laws of the State of Washington, with a mailing address of P.O. Box 762, Freeland, WA 98249 ("Treadwell", together, "Parties").

WHEREAS, Customer desires to engage Contractor to provide services for Customer related to Customer's ETO Software implementation and reporting,

NOW THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, the Parties hereto, intending to be legally bound, hereby agree as follows:

1. Services. The Customer hereby engages Contractor to perform, as an independent contractor, the services set forth in Exhibit A, attached and made a part of this Agreement by its inclusion herein (collectively, the "Services"), and Contractor hereby accepts the engagement to provide the Services under the terms and conditions set forth in this Agreement.

2. Compensation. In consideration of this Agreement and of the rights and interests hereby conveyed and granted, the Customer agrees to compensate Contractor during the Term (as defined below) as set forth in Exhibit A, attached hereto and made a part of this Agreement by its inclusion herewith. The Customer shall reimburse Contractor for reasonable and necessary expenses actually incurred and paid by Contractor ("Expenses") in the performance of the Services hereunder, subject to the Customer's then current policies regarding such reimbursement, provided that any and all Expenses are approved in advance and in writing by the Customer, and only upon receipt of adequate supporting documentation therefor. Except as otherwise agreed to by the Customer in writing, all expenses and disbursements that may be incurred by Contractor in connection with this Agreement shall be borne wholly and completely by Contractor, and the Customer shall not in any way be responsible or liable therefor. Expenses reimbursable pursuant to this section shall be reimbursed within fifteen (15) business days following submission to, and approval by, the Customer of an invoice no more frequently than on a monthly basis.

Contractor shall invoice the Customer in accordance with the requirements of the Work Order. The invoice shall be sufficiently detailed to provide the Customer with a clear understanding of the Services performed by Contractor. The Customer will pay Contractor the undisputed amount invoiced by Contractor upon satisfactory completion of the work order, or any part thereof. Invoices shall be provided monthly and be payable upon receipt.

3. Relationship. The parties expressly agree, intend and understand that Contractor enters into this Agreement as, and shall continue to be during the Term (as defined below), an independent contractor and not an employee of the Customer for any purpose, including, without limitation, federal or state tax purposes, unemployment or disability benefits, or for any other withholding tax or insurance purposes. Contractor is not eligible for, and shall not participate in, any pension, health or other fringe benefit plan of the Customer. No federal, state, local income

tax, payroll or employment taxes of any kind (including, without limitation, self-employment taxes and social security taxes) shall be withheld or paid by the Customer on behalf of Contractor or employees or other agents of Contractor, if any, and such taxes shall remain the sole responsibility of Contractor. The Customer will prepare and file a Form 1099 for each taxable year in which Contractor provides the Services. In no circumstance shall Contractor look to the Customer as Contractor's employer, partner, agent, joint venturer or principal. Contractor does not have, nor shall Contractor hold itself out as having, any right, power or authority to create any contract or obligation, either express or implied, on behalf of, in the name of, or binding on the Customer unless the Customer shall have previously authorized Contractor in writing.

A. Status. It is expressly agreed and understood that it is of the essence of this Agreement that Contractor shall be acting and performing duties here under at all times and for all purposes as an independent contractor and not as an employee or agent of Customer. Accordingly, neither Contractor shall have any claim under this Agreement or otherwise against Customer for any vacation pay, paid leave, retirement benefits, Social Security, workers' compensation, health, disability, or unemployment insurance benefits or any other employee benefits of any kind.

B. Direction and Control. Customer agrees that it shall have no right to control or direct the details, manner or means by which Contractor accomplishes the results of the work performed.

C. Benefits. Neither Contractor shall have any claim under this Agreement or otherwise against Customer for any vacation pay, paid sick leave, retirement benefits, social security, workers' compensation, health, disability, or unemployment insurance benefits or any other employee benefits of any kind. Contractor warrants that it maintains Worker's Compensation coverage and will carry the minimum such coverage throughout the term of the Agreement and will produce proof of such coverage upon request.

D. Federal, State and Local Payroll Taxes. Neither federal nor State income tax, nor any other payroll tax of any kind, shall be withheld or paid by Customer on behalf of Contractor. Contractor shall be solely responsible for making all required tax filings and/or payments with respect to the compensation received from Customer under this Agreement, including without limitation paying Contractor's income tax in accordance with federal, state and local tax law. Contractor further understands that he may be liable for Social Security ("FICA") tax, to be paid in accordance with all applicable laws.

4. Insurance. Contractor shall procure and maintain Workers' Compensation Insurance for all its employees. Contractor shall procure and maintain Comprehensive Public Liability Insurance, both bodily injury and property damage, in an amount of not less than one million dollars (\$1,000,000) combined single limit coverage per occurrence, including but not limited to endorsements for the following coverage: personal injury, premises-operations, products and completed operations, blanket contractual, and independent contractor's liability.

Contractor shall procure and maintain Comprehensive Automobile Liability Insurance, both bodily injury and property damage, on owned, hired, leased and non-owned vehicles used in connection with Contractor's business in an amount of not less than one million dollars (\$1,000,000) combined single limit coverage per occurrence.

Contractor shall procure and maintain Professional Liability Insurance for the protection against claims arising out of the performance of services under this Agreement caused by errors, omissions or other acts for which Contractor is liable. Said insurance shall be written with limits of not less than one million dollars (\$1,000,000).

Contractor shall not commence work under this Agreement until it has obtained all the insurance required hereinabove and submitted to County certificates of insurance naming the Customer as additional insured. Contractor agrees to provide to Customer, at least 30 days prior to expiration date, a new certificate of insurance.

The Commercial General Liability and Automobile Liability Insurance must each contain, or be endorsed to contain, the following provision:

The Lake County Continuum of Care, its officers, agents, and volunteers are to be covered as additional insureds and shall be added in the form of an endorsement to Contractor's insurance on Form CG 20 10 11 85. Contractor shall not commence work under this Agreement until Contractor has had delivered to Lake County Continuum of Care the Additional Insured Endorsements required herein.

Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under subdivision (b) of California Civil Code Section 2782.

5. Indemnification. Contractor agrees to hold harmless, defend and indemnify Customer, including Customer's directors, officers, shareholders and each of their affiliated entities, subsidiaries and related or affiliated persons and representatives, from and against any and all liabilities, damages, losses, claims, actions, suits and proceedings, fees and costs (including, without limitation, reasonable attorneys' fees and costs) arising out of or relating to any injury to or death of persons, or any damage to or loss of property, that is caused by negligent acts or omissions Contractor or Contractor's employees or agents arising out of the services provided pursuant to this agreement, including, without limitation, any workers' compensation claims.

Contractor shall indemnify and hold harmless Customer, its successors or assigns, from and against any and all loss, damage, cost, or expense, including attorney fees, caused by the negligent acts or omissions of Contractor, its agents or employees during the term of this Agreement.

Customer shall indemnify and hold harmless Contractor, its successors or assigns, from and against any and all loss, damage, cost, or expense, including attorney fees, caused by the

negligent acts or omissions of Customer, its agents or employees during the term of this Agreement.

6. Confidentiality. Contractor understands and acknowledges that by reason of Contractor's relationship with and service to the Customer, Contractor has had and will have access to Confidential Information (as defined below) relating to the Customer's operations, technology and know-how which have been developed by the Customer and its affiliates, officers, directors, employees and advisors, all of which is proprietary and which rightfully belongs to the Customer. Contractor acknowledges and agrees that the Confidential Information is a valuable, special and unique asset of the Customer, the disclosure or unauthorized use of which could result in substantial injury and lost profits and goodwill to the Customer. Accordingly, Contractor shall hold in the strictest confidence for the benefit of the Customer all Confidential Information which is not otherwise in the public domain and shall not, directly or indirectly, at any time, during the Term and at all times thereafter, without the Customer's prior written consent, use any Confidential Information for Contractor's own benefit, for the benefit of others or to the detriment of the Customer or disclose any Confidential Information to any individual or entity, wherever located, other than the Customer, and its officers, directors, employees and agents, except as required in the performance of the Services to those individuals on a need-to-know basis or as otherwise required by law. Customer acknowledges that collaboration and disclosures between Contractor and Social Solutions is required in the performance of this agreement. Contractor shall take all reasonable steps to safeguard the Confidential Information against disclosure, misuse, loss or theft.

As used in this Agreement, "Confidential Information" means all information or material, whether orally or in writing, relating to the Customer's business, operations, prospects or strategies, which may include, but is not limited to, information, observations, data, written material, records, documents, media lists, computer programs, software, firmware, compilations of information, inventions, discoveries, improvements, developments, designs, ideas, techniques and information, financial statements and information, methods and procedures for doing business and handling the Customer's products and services, procedures and trade secrets involving the products and services produced and/or offered by the Customer, new products which are or will be in the development stage, or which are being continuously updated by the Customer, processes, and any other information generally used in the Customer's operations not generally available to the public, obtained by Contractor at any time.

7. Term. This Agreement's term shall be effective as of the effective date of the Agreement and shall remain in force until the work description in Exhibit A is complete, or equitable termination is made of this Agreement by both parties, unless sooner terminated as follows:

- A. Immediately upon the death or incapacity of Contractor; or
- B. Immediately upon any event or occurrence which, in the reasonable judgment of Customer, substantially impairs Contractor's ability to perform the duties hereunder; or
- C. By any party upon thirty (30) days prior written notice to the other party.

produced and/or offered by the Customer, new products which are or will be in the development stage, or which are being continuously updated by the Customer, processes, and any other information generally used in the Customer's operations not generally available to the public, obtained by Contractor at any time.

6. Term. This Agreement's term shall be effective as of the effective date of the Agreement and shall remain in force until the work description in Appendix A is complete, or equitable termination is made of this Agreement by both parties, unless sooner terminated as follows:

- A. Immediately upon the death or incapacity of Contractor; or
- B. Immediately upon any event or occurrence which, in the reasonable judgment of Customer, substantially impairs Contractor's ability to perform the duties hereunder; or
- C. By any party upon thirty (30) days prior written notice to the other party.

This Agreement may be extended at any time with additional work descriptions, scope of work, or other deliverables at Customer's discretion.

7. Notices. Any notice given in connection with this Agreement shall be given in writing and shall be delivered either by hand to the other party or by certified mail, return receipt requested, to the other party at the following addresses:

To Customer: Lake County Behavioral Health Services
Attn: Elise Jones
6302 Thirteenth Ave.
P.O. Box 1024
Lucerne, CA 95458

To Contractor: Lasher Holzapfel Sperry and Ebberson PLLC
Attn: Mario Bianchi
601 Union St. Suite 2600
Seattle, WA 98101-4000

Either party may change its address stated herein by giving notice of the change in accordance with this paragraph.

8. Assignment. This Agreement may not be assigned by Contractor without Customer's prior written consent.

9. Miscellaneous.

A. Waiver. The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

IN WITNESS WHEREOF, Customer and Contractor have caused this Agreement to be executed as of the date first above written.

Lake County Behavioral Health

Treadwell LLC

By 
Elise Jones (Jan 15, 2025 08:47 PST)

By Scott M. Lamb
Scott M. Lamb (Jan 15, 2025 11:59 EST)

Name: Elise Jones

Name Scott Lamb

Its Director

Its Principal Consultant

APPROVED AS TO FORM:
LLOYD GUINTIVANO
County Counsel

By: 
Digitally signed by Lloyd C. Guintivano
DN: cn=Lloyd C. Guintivano, o=US,
ou=County of Lake, ou=Office of the County
Counsel,
email=Lloyd.Guintivano@lakecountycal.gov
Date: 2025.01.13 16:51:36 -0800

Date: January 13, 2025

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Apricot HMIS Administrative Support



Prepared by:

Treadwell

Scott Lamb

scott@treadwelldata.com

Prepared for:

Lake County Continuum of Care

6302 Thirteenth Ave.

P.O. Box 1024

Lucerne, CA 95458

Scott Abbott

(707) 489-9136

scott.abbott@lakecountyca.gov

Quote Information:

Quote #: 000274

Version: 1

Delivery Date: 12/09/2024

Expiration Date: 01/06/2025

Services

Description	Price	Qty	Ext. Price
Recurring Block of Hours Recurring block of hours - 10 per month <ul style="list-style-type: none"> 10 hours per month Hours may carry over month-to-month Hours expire annually Does not include Automation services <p>Effective start date of 1/1/2025</p>	\$2,046.60	12	\$24,559.20

Subtotal: \$24,559.20

Quote Summary

Description	Amount
Services	\$24,559.20

Total: \$24,559.20

All services provided by Treadwell LLC will be billed at the hourly rate listed above. Treadwell LLC will invoice time, and payment are due upon receipt, monthly, as utilized.

Treadwell offers a discount of 5% on all services that are prepaid.

Treadwell

Lake County Continuum of Care

Signature:



Name:

Scott Lamb

Title:

President

Date:

12/09/2024

Signature:



Name:

Scott Abbott

Date:

01/16/2025










Lake County CoC - Treadwell Contractor Agreement

Final Audit Report

2025-01-15

Created:	2025-01-15
By:	Avela Gaytan (avela.gaytan@lakecountycalifornia.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAC79xG8pvOBuyTbzSky2rRw-wo_7lph02

"Lake County CoC - Treadwell Contractor Agreement" History

-  Document created by Avela Gaytan (avela.gaytan@lakecountycalifornia.gov)
2025-01-15 - 3:22:22 PM GMT- IP address: 208.91.28.66
-  Document emailed to Elise Jones (Elise.Jones@lakecountycalifornia.gov) for signature
2025-01-15 - 3:24:25 PM GMT
-  Email viewed by Elise Jones (Elise.Jones@lakecountycalifornia.gov)
2025-01-15 - 4:47:01 PM GMT- IP address: 208.91.28.66
-  Document e-signed by Elise Jones (Elise.Jones@lakecountycalifornia.gov)
Signature Date: 2025-01-15 - 4:47:13 PM GMT - Time Source: server- IP address: 208.91.28.66
-  Document emailed to scott@treadwelldata.com for signature
2025-01-15 - 4:47:15 PM GMT
-  Email viewed by scott@treadwelldata.com
2025-01-15 - 4:58:47 PM GMT- IP address: 104.47.56.254
-  Signer scott@treadwelldata.com entered name at signing as Scott M. Lamb
2025-01-15 - 4:59:40 PM GMT- IP address: 173.59.248.65
-  Document e-signed by Scott M. Lamb (scott@treadwelldata.com)
Signature Date: 2025-01-15 - 4:59:42 PM GMT - Time Source: server- IP address: 173.59.248.65
-  Agreement completed.
2025-01-15 - 4:59:42 PM GMT

Lake County CoC - Treadwell Contractor Agreement - signed

Final Audit Report

2025-01-16

Created:	2025-01-16
By:	Avela Gaytan (avela.gaytan@lakecountyca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAG7ik6nLLqdRbcyyqw4HaFe5qbovHQbmX

"Lake County CoC - Treadwell Contractor Agreement - signed" History

-  Document created by Avela Gaytan (avela.gaytan@lakecountyca.gov)
2025-01-16 - 3:20:05 PM GMT- IP address: 208.91.28.66
-  Document emailed to Scott Abbott (Scott.Abbott@lakecountyca.gov) for signature
2025-01-16 - 3:20:45 PM GMT
-  Document e-signed by Scott Abbott (Scott.Abbott@lakecountyca.gov)
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-  Agreement completed.
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