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SUBRECIPIENT AGREEMENT
BETWEEN
COUNTY OF SANTA BARBARA
AND
LEGAL AID FOUNDATION OF SANTA BARBARA COUNTY

Disability Benefits Advocacy (Including Legal Services)
State of California Housing Disability Advocacy Program (HDAP)

THIS SUBRECIPIENT AGREEMENT ("Agreement") is made and entered into by and between the County of Santa Barbara, a political subdivision of the State of California (the "COUNTY") and **Legal Aid Foundation of Santa Barbara County**, a California nonprofit public benefit corporation (the "SUBRECIPIENT" and together with the COUNTY, collectively, the "Parties" and each individually a "Party") whose address 301 E Canon Perdido St, Santa Barbara, CA 93101.

WITNESSETH THAT:

WHEREAS, The State of California Housing Disability and Advocacy Program ("HDAP" or "Program") was established by Assembly Bill 1603 (Chapter 25, Statutes of 2016) and updated by Senate Bill (SB) 80 (Chapter 27, Statutes 2019) to assist people experiencing homelessness who are likely eligible for disability benefits by providing advocacy for disability benefits as well as housing supports. HDAP has four core requirements: outreach, case management, disability advocacy, and housing assistance.

WHEREAS, the County's Community Services Department ("CSD") has executed an MOU with the California Department of Social Services ("CDSS") for HDAP project management and oversight. CSD must implement local HDAP projects consistent with Applicable Law, regulations, Program guidance, and evidence-based practices, including, but not limited to: Welfare and Institutions Code sections 18999-18999.6; California Department of Social Services All County Letters, including ACL 19-104; California Department of Health Care Services All County Welfare Directors' Letters, including the ACWDL dated August 10, 2020; September 21, 2022; November 6, 2023; Housing First requirements as enumerated in Welfare and Institutions Code sections 8255 et seq. and further outlined in ACL 19-114; evidence-based practices in homeless assistance and homelessness prevention; benefits advocacy guidelines issued by HDAP; Program guidance; and the duties of appointed representatives issued by the Social Security Administration, including Rules of Conduct and Standards of Responsibility for Representatives, which can be found at 20 C.F.R. section 404.1740 and section 416.1540; and

WHEREAS, Budget Act of 2025 (Chapter 12, Statutes of 2025) appropriated one-time General Fund resources for the HDAP for Fiscal Year 2025–26, which are available for expenditure through June 30, 2028, and do not require a local match; and

WHEREAS, California Department of Social Services has allocated one-time HDAP funding to the COUNTY in the amount of approximately $368,588 for program implementation consistent with Program requirements; and

WHEREAS, the County of Santa Barbara's Community Service Department, Housing and Community Development Division administers the local HDAP project, including implementation, oversight of a review process to select providers, contracting, project development, invoicing, monitoring, and fulfillment of all HDAP requirements consistent with applicable State guidance and COUNTY policies; and

WHEREAS, the Parties are entering into this Agreement to memorialize the terms and conditions pursuant to which SUBRECIPIENT will provide certain services to the County, as specified herein, in accordance with Program requirements.

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NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

I. SCOPE OF SERVICES

A. General

Subrecipient shall be responsible for providing the activities and services set forth in Exhibit A ("Scope of Services"). All services to be performed under this Agreement ("Services") shall be provided in Santa Barbara County as described in the Scope of Services attached hereto and incorporated herein as Exhibit A. Services shall be provided under the supervision of SUBRECIPIENT's Executive Director, who shall ensure that the background and qualifications of individuals performing services on behalf of SUBRECIPIENT and sub-subrecipients, if any, have, and maintain at all times during the Term, the necessary skills, training, experience, and licenses to perform such Services in accordance with applicable law, including, but not limited to, the Program requirements.

B. Services

1. Eligible Activities

   Activities funded by the HDAP Program are limited to the following Program components and eligible activities: outreach, case management, housing assistance and disability benefits advocacy, all as set forth in California Welfare and Institutions Code ("WIC") Sections 18999-18999.6; California Department of Social Services All County Letters, including ACL 19-104; and California Department of Health Care Services All County Welfare Directors' Letters, including the ACWDLs dated August 10, 2020, September 21, 2022, and November 6, 2023. SUBRECIPIENT must ensure that the Services are performed in compliance with WIC Section 8256, which requires that all State-funded housing programs operate in accordance with the Core Components of Housing First as enumerated in WIC Section 8255.

C. Staffing

Only the salary and benefits for the positions listed in the budget in Exhibit B, attached hereto ("Budget") as funded with HDAP funds, if any, are eligible for reimbursement. All Services shall be performed by SUBRECIPIENT and its SUBRECIPIENTs and sub-subrecipients approved by COUNTY, and, to the extent required by Program requirements or Applicable Law, the State. SUBRECIPIENT represents that it possesses the professional and technical skills and personnel required to competently perform the Services in accordance with this Agreement. SUBRECIPIENT and its SUBRECIPIENTs and sub-subrecipients shall perform all Services in a professional manner commensurate with the standards of, and with the reasonable and ordinary level of care provided by, competent professionals performing similar or like work in the State of California.

All Services shall be performed by qualified and experienced personnel who are not employed by COUNTY or the State. SUBRECIPIENT represents and warrants that the Services will be performed in accordance with this Agreement, all applicable federal, State, and local laws and regulations, and the highest professional standards.

SUBRECIPIENT represents and warrants to COUNTY that it and its SUBRECIPIENTs and sub-subrecipients have, shall obtain, and shall keep in full force and effect during the Term, at their sole cost and expense, all licenses, permits, qualifications, insurance, and approvals of whatsoever nature that are legally required to practice their respective professions and to perform the Services.

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D. Levels of Accomplishment – Goals and Performance Measures

SUBRECIPIENT shall report performance data to COUNTY quarterly, in accordance with CDSS reporting requirements and this Agreement, regarding the goals and performance measures set forth in the Scope of Services.

E. Performance Monitoring

SUBRECIPIENT shall be responsible for providing services in a manner satisfactory to COUNTY. In addition, COUNTY will review the performance of SUBRECIPIENT in accord with WIC Sections 18999-18999.6; California Department of Social Services All County Letters, including ACL 19-104; and California Department of Health Care Services All County Welfare Directors' Letters, including the ACWDLs dated August 10, 2020; August 10, 2020; September 21, 2022; November 6, 2023; and local Policies and Procedures developed for the administration of HDAP. COUNTY may monitor the performance of SUBRECIPIENT against the goals and performance measures set forth in Section I.D of this Agreement and Exhibit A. SUBRECIPIENT's failure to meet any of these goals and performance measures as determined by COUNTY in its sole discretion shall constitute a breach of this Agreement. If action to correct such breach is not taken by SUBRECIPIENT within seven (7) days after being notified by COUNTY, contract suspension or termination procedures may be initiated pursuant to Section VI.F of this Agreement.

F. COUNTY Recognition

SUBRECIPIENT shall ensure recognition of the role of COUNTY in providing HDAP Program funds made available under this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled or provided with signage as to funding source. In addition, SUBRECIPIENT shall include a reference to the support provided by COUNTY that is made possible with HDAP Program funds made available under this Agreement.

II. TERM

A. Time of Performance

This Agreement shall begin on July 1, 2026 (Operating Start Date) and shall terminate on December 31,2026, subject to annual appropriations and budget approval, unless suspended or terminated earlier or there are no HDAP funds available for any reason. All work to be performed hereunder and set out in the Scope of Services may commence on the Operating Start date and shall terminate on December 31, 2026. Any funds not expended by December 31, 2026, shall no longer be available to the SUBRECIPIENT and must be returned to the COUNTY.

B. Close-outs

SUBRECIPIENT's obligations to COUNTY shall not end until all close-out requirements are completed, including, but not limited to: receipt of final payments from COUNTY under this Agreement, disposing of Program assets (including the return of all unused materials, equipment, and accounts receivable to COUNTY), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that SUBRECIPIENT has control over HDAP funds, including Program income. All Program assets (unexpended Program income, property, equipment, etc.) shall revert to COUNTY upon termination of this Agreement.

III. BUDGET

The budget for SUBRECIPIENT's services specifying HDAP-funded line items shall be as set forth in Exhibit B to this Agreement. COUNTY may require a more detailed budget breakdown than the one contained herein, and SUBRECIPIENT shall provide such supplementary budget information within one (1) week of

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COUNTY's request and in the form and content prescribed by COUNTY. Any amendments to the budget shall require prior written approval by both COUNTY's Community Services Department Director, or designee and SUBRECIPIENT in accordance with Section VI.E.

SUBRECIPIENT represents that the budget includes only allowable costs and an accurate analysis of costs acceptable under the State HDAP program guidelines pursuant to WIC Sections 18999-18999.6; California Department of Social Services All County Letters, including ACL 19-104; and California Department of Health Care Services All County Welfare Directors' Letters, including the ACWDLs dated August 10, 2020; September 21, 2022; November 6, 2023. Budget line-items shall be in sufficient detail to provide a sound basis for COUNTY to effectively monitor SUBRECIPIENT's performance under this Agreement.

SUBRECIPIENT further agrees to utilize State HDAP Program funds available under this Agreement to supplement rather than supplant funds otherwise available. The parties acknowledge that the HDAP funding provided under this Agreement is derived from a one-time State appropriation and does not require a local dollar-for-dollar match.

IV. PAYMENT

It is expressly agreed and understood that the maximum aggregate amount to be paid by COUNTY under this Agreement shall not exceed $ 95,000 ("Maximum Contract Amount"). Drawdowns for the payment of eligible expenses shall be made in accordance with the Budget. No more than once per quarter, SUBRECIPIENT may request reimbursement for eligible expenditures hereunder by submitting a completed Expenditure Summary and Payment Request in the form attached hereto as Exhibit C ("ESPR") together with proper support documentation for Services described in Sections I.A and I.B and the Scope of Services, and staff salaries and benefits described in Section I.C and Exhibit B, and performance data required in Sections I.D, VII.B.1, VII.B.2, and VII.C of this Agreement. No costs shall be invoiced or billed except for expenditures authorized in the Budget as set forth in Exhibit B. The itemized costs shall be of sufficient detail to provide a sound basis for COUNTY to effectively monitor costs under this Agreement. COUNTY shall review each reimbursement request, and shall reimburse SUBRECIPIENT for eligible expenditures within thirty (30) days after receiving SUBRECIPIENT's complete and correct ESPR and supporting documentation. Expenses for which SUBRECIPIENT will seek reimbursement under this Agreement must have been incurred during the Term; however, SUBRECIPIENT may submit a final ESPR for eligible expenses up to twenty days following the Term of this Agreement.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery. Notices may be sent by facsimile or other electronic means if the Party to be noticed consents to the delivery of the notice by facsimile or such electronic means, and if the Party required to give notice sends such notice via mail (postage prepaid), commercial courier, or personal delivery the next business day. Any notice delivered or sent as aforesaid shall be effective on the date of personal delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice provided by such Party in accordance with this Section V.

Notices and other written communications concerning this Agreement shall be directed to the following representatives:

COUNTY:
Jesús Armas, Director
County of Santa Barbara
Community Services Department

SUBRECIPIENT:
Jennifer R. Smith
Legal Aid Foundation of Santa Barbara County
301 E Canon Perdido St,

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123 E. Anapamu St., Second Floor
Santa Barbara, CA 93101
Office: (805)-568-2467
Fax: (805) 560-1091

Santa Barbara, CA 93101
jsmith@lafsbc.org
(805) 963.6754 x103

VI. GENERAL CONDITIONS

A. General Compliance

SUBRECIPIENT agrees to comply with the requirements of the HDAP Program, including Welfare and Institutions Code sections 18999-18999.6; California Department of Social Services All County Letters, including ACL 19-104; California Department of Health Care Services All County Welfare Directors' Letters; Housing First requirements as enumerated in Welfare and Institutions Code sections 8255 et seq. and further outlined in ACL 19-114; evidence-based practices in homeless assistance and homelessness prevention; benefits advocacy guidelines issued by HDAP program guidance; and, the duties of appointed representatives issued by the Social Security Administration, including Rules of Conduct and Standards of Responsibility for Representatives, which can be found at 20 C.F.R. section 404.1740 and section 416.1540.

SUBRECIPIENT also agrees to comply with State Terms and Conditions attached hereto and incorporated as Exhibit F, State grant Standard Agreements, assurances in applications, notices of award, and all other applicable federal, state, and local laws, regulations, ordinances, orders, rules, guidelines, directives, circulars, bulletins, notices, and policies governing the HDAP funds provided under this Agreement. The judgment of any court of competent jurisdiction, or the admission of SUBRECIPIENT in any action or proceeding against SUBRECIPIENT, whether COUNTY is a party thereto or not, that SUBRECIPIENT has violated any such law, regulation, ordinance, or order, shall be conclusive of that fact as between SUBRECIPIENT and COUNTY. SUBRECIPIENT shall be responsible for providing services in a manner consistent with all federal and state requirements and standards required as a condition of receiving and expending HDAP funds provided under this Agreement

B. Independent SUBRECIPIENT

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the Parties. SUBRECIPIENT shall at all times remain an independent SUBRECIPIENT with respect to Services to be performed under this Agreement. COUNTY shall not be responsible for paying any taxes on SUBRECIPIENT's behalf, and should COUNTY be required to do so by federal, state, or local taxing agencies, SUBRECIPIENT agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalties, if any. Such taxes shall include, but not be limited to, the following: Federal Insurance Contributions Act ("FICA") tax, unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance. In addition, SUBRECIPIENT understands and acknowledges that neither it nor its employees or subcontractors shall 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, or protection of tenure.

C. Insurance and Indemnification

SUBRECIPIENT shall comply with the insurance and indemnification provisions set forth in the Standard Indemnification and Insurance Provisions attached hereto and incorporated herein as Exhibit E.

D. Workers' Compensation

SUBRECIPIENT shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement as set forth in Exhibit E.

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E. Changes or Amendments

Any changes to this Agreement, unless otherwise specifically provided herein, may only be made through a written amendment to this Agreement executed by both COUNTY and SUBRECIPIENT. COUNTY and SUBRECIPIENT may amend this Agreement at any time during the Term, provided that such amendments make specific reference to this Agreement, are executed in writing, and signed by a duly authorized representative of each Party. Such amendments shall not invalidate any parts of this Agreement that are not changed by the amendment, nor relieve or release COUNTY or SUBRECIPIENT from its obligations under this Agreement that are not changed by the amendment. SUBRECIPIENT agrees to not unreasonably withhold its approval of any amendments proposed by COUNTY that are necessary in order to conform with federal, state, or local governmental laws, regulations, ordinances, orders, rules, directives, circulars, bulletins, notices, guidelines, policies and available funding amounts.

All amendments to this Agreement must be approved and executed by the Chair of the Board of Supervisors; provided, however, that the COUNTY's CSD Director ("Director") is authorized to approve and execute amendments on behalf of COUNTY to make any one or more of the following changes:

1. Increase or decrease the Maximum Contract Amount to ensure full and timely expenditure of all HDAP funds awarded to the COUNTY by the State; provided, however, that (i) any increase in the Maximum Contract Amount hereunder shall not exceed 10% of the original Maximum Contract Amount, and (ii) in no event shall the Maximum Contract Amount be increased to an amount in excess of the amount of the HDAP funds then available to the COUNTY.

2. Changes to, additions, or deletions of line items set forth in the Budget, provided that such line item in the Budget as so amended, and all expenditures under this Agreement, must be eligible for reimbursement with HDAP funds pursuant to HDAP regulations and all other Applicable Laws. In no event shall an amendment be made pursuant to this subsection 6.E.2 that will result in any change to the Scope of Services attached hereto as Exhibit A.

3. Extend the Term beyond December 31, 2026; provided, however, that no such amendment may extend the Term beyond March 31, 2028. This Section 6.E.3 shall not obligate the County to extend the length of the Term, or otherwise alter the County's rights to terminate this Agreement or reduce the Maximum Contract Amount. The authority delegated to the Director in this Section 6.E.3 may only be exercised to the extent not inconsistent with the terms of the HDAP MOU, any other HUD or State regulations, notices, or other direction, or with any other Applicable Laws.

4. Administrative changes to the Agreement that are necessary in order to conform with federal, state, or local governmental laws, regulations, ordinances, orders, rules, directives, circulars, bulletins, notices, guidelines, policies, and available funding amounts.

F. Suspension or Termination

COUNTY may suspend or terminate this Agreement if SUBRECIPIENT fails to comply with the terms of federal or state regulations, the State grant Standard Agreement, applications, notices of award, or any provisions of the Agreement, which include, but are not limited to, the following:

- Failure to comply with any of the laws, rules, regulations, ordinances, provisions, orders, guidelines, policies, circulars, bulletins, notices or directives referred to herein, or as may become applicable at any time;
- Failure, for any reason, of SUBRECIPIENT to fulfill its obligations under this Agreement;
- Ineffective or improper use of HDAP funds provided under this Agreement;

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- Actions or behavior by SUBRECIPIENT that undermines the integrity of the HDAP Program, including, but not limited to, client, child, and staff endangerment, inappropriate or reckless staff behavior and health code violations; or
- Submittal of reports that are false or that are incorrect or incomplete in any respect deemed by the COUNTY to be material.

COUNTY may withhold any payments due to SUBRECIPIENT until such time as the exact amount of damages resulting from SUBRECIPIENT's breach is determined

1. Termination by COUNTY
   COUNTY may, by written notice to SUBRECIPIENT, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for non-appropriation of funds, or because of the failure of SUBRECIPIENT to fulfill the obligations herein.

   a. **For Convenience.** This Agreement may be terminated for convenience by COUNTY, upon written notification to SUBRECIPIENT, setting forth the effective date and, in the case of partial termination, the portion to be terminated.

   b. **For Non-appropriation 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 SUBRECIPIENT 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 hereunder, other than for Services provided prior to termination of this Agreement.

   c. **For Cause.** Should SUBRECIPIENT default in the performance of this Agreement or breach any of its provisions, COUNTY may, in COUNTY's sole discretion, terminate or suspend this Agreement in whole or in part upon written notice to SUBRECIPIENT. Upon receipt of such notice, SUBRECIPIENT shall immediately discontinue all Services (unless such notice directs otherwise) and notify COUNTY as to the status of SUBRECIPIENT's performance hereunder. The date of termination shall be the date such notice is given by COUNTY, unless the notice directs otherwise.

2. Termination by SUBRECIPIENT
   This Agreement may be terminated by SUBRECIPIENT, upon written notification to COUNTY, setting forth the reasons for such termination, the effective date of such termination, and in the case of partial termination, the portion to be terminated. However, in the case of a partial termination, if COUNTY determines that the remaining portion of the Agreement will not accomplish the purpose(s) for which this Agreement was made, COUNTY may terminate this Agreement in its entirety.

3. Upon termination, SUBRECIPIENT shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents, and papers as may have been accumulated, created or produced by or on behalf of SUBRECIPIENT in connection with this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit SUBRECIPIENT to retain.

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4. If the State demands reimbursement from COUNTY for all or any part of COUNTY's payments to SUBRECIPIENT hereunder due to SUBRECIPIENT's failure to comply with the terms of the State's award to the COUNTY, including, but not limited to, grant agreements, assurances in applications, notices of award, any applicable term of this Agreement, or any law, regulation, ordinance, order, rule, directive, circular, bulletin, notice, guideline, or policy referred to herein, or as may become applicable at any time, SUBRECIPIENT shall promptly fully and completely reimburse COUNTY in the total amount of such disallowed payments.

5. In the event that SUBRECIPIENT ceases, or intends to cease, to operate, (e.g., dissolution of corporate status, declaration of bankruptcy, etc.) SUBRECIPIENT shall promptly provide COUNTY copies of all records relating to this Agreement prior to taking the first action in furtherance of ceasing operations, but in any event no later than prior to ceasing operations.

G. STATE and COUNTY Enforcement of HDAP Program Requirements

COUNTY and SUBRECIPIENT acknowledge that the State and/or Federal government will review the performance of COUNTY and SUBRECIPIENT in carrying out their responsibilities as the recipient of HDAP funds. COUNTY must take actions as prescribed by the State and/or Federal government if COUNTY determines that SUBRECIPIENT is not complying with HDAP Program requirements or this Agreement.

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

SUBRECIPIENT agrees to comply with and adhere to the accounting principles and procedures required herein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

SUBRECIPIENT shall administer its use of HDAP funds in accordance with the HDAP Program requirements. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

3. Indirect Costs

SUBRECIPIENT receiving HDAP funds may charge an indirect cost allocation to its award of funds under this Agreement. The indirect cost allocation may not exceed ten percent of the allowable direct costs under the HDAP activity.

4. Procurement

SUBRECIPIENT shall comply with the procurement requirements in Santa Barbara County Code Chapter 2, Article VI concerning the purchase of services, supplies, or equipment and concerning the required maintenance of inventory and records for all services, equipment, and supplies procured with funds provided herein.

5. Travel

SUBRECIPIENT must obtain prior written approval from COUNTY in each instance for the use of any funds provided under this Agreement for the reimbursement of any travel costs.

B. Documentation and Record Keeping

1. Records to Be Maintained

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SUBRECIPIENT shall comply with all reporting requirements of COUNTY and shall maintain all records required by and described in State regulations, guidance, and rules relating to the HDAP Program, and all other records that are pertinent to the activities to be funded under this Agreement. SUBRECIPIENT agrees to maintain accounting books and records in accordance with Generally Accepted Government Auditing Standards. SUBRECIPIENT further agrees that the State and its designated representatives have the right to review and copy any records and supporting documentation pertaining to the performance of this Agreement. Such records shall include, but not be limited to:

a. Records establishing that SUBRECIPIENT followed written intake procedures to verify "homeless" status of project participants;
b. Records providing a full description of each activity undertaken and the number of instances of service (all services must be documented);
c. Records required to determine the eligibility of activities;
d. Records supporting disbursements of HDAP funds for the performance of eligible activities;
e. Financial records as required by HDAP requirements, and
f. Ensure that adequate documentation of HDAP match and sources is verifiable and maintained provided upon County request.
g. Other records necessary to document compliance with applicable State and Federal requirements.

2. Client Data

SUBRECIPIENT shall collect and maintain client data demonstrating client eligibility for services provided in accord with 24 CFR Section 576.401. Such data shall include, but not be limited to, client name, address, homeless status, or other basis for determining eligibility, and descriptions of services provided. SUBRECIPIENT shall participate in the Homeless Management Information System and follow all relevant policies and procedures.

3. Retention

SUBRECIPIENT shall retain all records required by or pertinent to this Agreement for five (5) years. The five-year retention period begins on the date that all funds hereunder are expended and the final reimbursement request for eligible expenses has been submitted to COUNTY by SUBRECIPIENT and has been paid by COUNTY. Notwithstanding the foregoing, in the event of any ongoing litigation, claim(s), demand(s), audit(s), negotiations, dispute(s), or other action(s) that involve any such record(s) (each an "Action") at the expiration of the applicable five-year retention period, then such record(s) must be retained by SUBRECIPIENT until final resolution of such Action(s) and final resolution of all issues.

4. Ownership of Documents

Each and every report, draft, map, record, plan, document, and other writing (each, a "Document") produced, prepared, or caused to be produced or prepared by or on behalf of SUBRECIPIENT, or any of it its officers, employees, agents, representatives, SUBRECIPIENTs, and sub-subrecipients, in the course of performing this Agreement, shall be and become the exclusive property of COUNTY, and COUNTY shall have the sole right to use such materials in its sole discretion without further compensation to SUBRECIPIENT or any other party. SUBRECIPIENT shall, at SUBRECIPIENT's own expense, provide such Documents to COUNTY upon COUNTY'S written request.

5. Disclosure

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SUBRECIPIENT understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of COUNTY or SUBRECIPIENT's responsibilities with respect to Services provided under this Agreement, may be prohibited under federal or state law unless written consent is obtained from such person receiving services and, in the case of a minor, that of a responsible parent/guardian. COUNTY shall disclose any information required by state or federal law, unless there is an applicable legal exception.

6. Audits and Inspections

All SUBRECIPIENT records with respect to any matters covered by this Agreement shall be made available to COUNTY, State, HUD, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make copies, excerpts or transcripts of all relevant data. Any deficiencies, audit findings, or required corrective actions noted in audit reports must be fully cleared by the SUBRECIPIENT within 30 days after receipt by SUBRECIPIENT unless a longer time period is agreed upon in writing by the COUNTY. SUBRECIPIENT hereby agrees to have an annual program-specific audit conducted by a certified public accounting firm in accordance with current COUNTY policy and requirements concerning audits.

Since this Agreement exceeds ten thousand dollars ($10,000.00), SUBRECIPIENT 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 this Agreement (Cal. Govt. Code Section 8546.7). SUBRECIPIENT 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, SUBRECIPIENT 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, SUBRECIPIENT shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY or as specified by COUNTY in the notification.

SUBRECIPIENT agrees to maintain all records required by or pertinent to this Agreement for possible audit by the State and its designated representatives for five (5) years as specified in Section VII.B.3 of this Agreement.

7. Access to Records

SUBRECIPIENT shall furnish and cause each of its own SUBRECIPIENTs and sub-subrecipients to furnish all information and reports required hereunder and shall permit access to books, records, and accounts by COUNTY, State, HUD, or other authorized officials or their agents, to ascertain compliance with the laws, rules, regulations, executive orders, ordinances, resolutions, guidelines, policies, directives, standards, and provisions stated in this Agreement or the HDAP Program.

C. Reports

SUBRECIPIENT shall provide COUNTY with HDAP Status Reports and Financial/Invoice Reports due according to the schedule attached hereto as Exhibit D. Further, should the State require additional

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reports, SUBRECIPIENT agrees to submit such reports in a timely fashion in a manner and format approved by the COUNTY and State.

VIII. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

1. Nondiscrimination

During the performance of this Agreement, SUBRECIPIENT and its sub-subrecipients shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, and denial of medical and family care leave or pregnancy disability leave. SUBRECIPIENT and sub-subrecipients shall comply with the provisions of the California Fair Employment and Housing Act (Government Code sections 12900 et seq.), including, but not limited to, Government Code section 12990 (a)-(f), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2 section 12005 et seq.). The applicable regulations of the Fair Employment and Housing Council implementing Government Code section 12900 set forth in Subchapter 7 of Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. SUBRECIPIENT and its sub-subrecipients shall give written notice of these obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. In addition, 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 SUBRECIPIENT agrees to comply with said Ordinance.

B. Affirmative Action

1. Affirmative Outreach

SUBRECIPIENT shall make known that use of its facilities, assistance, and services are available to all on a nondiscriminatory basis in accord with 24 CFR 576.407(b). Pursuant to and in accord with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and the President's Executive Order 13166, SUBRECIPENT is also required to take reasonable steps to ensure meaningful access to programs and activities for Limited English Proficiency (LEP) persons.

2. Women- and Minority-Owned Businesses (W/MBE)

SUBRECIPIENT shall use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in Section 3(a) of the Small Business Act, as amended (15 U.S.C. § 632), and "minority and women's business enterprise" means a business that is at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African Americans; Spanish-speaking, Spanish-surnamed, or Spanish-heritage Americans; Asian Americans; and American Indians. SUBRECIPIENT may rely on written representations by businesses regarding their status as minority and women's business enterprises in lieu of an independent investigation.

3. Subcontract Provisions

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SUBRECIPIENT shall include the provisions of Titles VI and VII of the Civil Rights Act of 1964, as amended, in every contract, subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own SUBRECIPIENTs, sub-subrecipients and vendors.

C. Employment Restrictions

1. Prohibited Activity

` SUBRECIPIENT is prohibited from using HDAP funds provided herein or personnel employed in the performance of the activities set out in the Scope of Services under this Agreement for any of the following: political activities, religious activities lobbying, political patronage, and nepotism activities.

2. Labor Standards Requirements

SUBRECIPIENT shall comply with federal Fair Labor Standards Act requirements as well as all labor laws and regulations of the State of California and COUNTY. Where funds provided through this Agreement are used for construction work, or in support of construction work, SUBRECIPIENT shall ensure that the requirements of Chapter 1 (commencing with Section 1720) of Part 7, Division 2 of the State of California Labor Code (pertaining to payment of prevailing wages and administered by the California Department of Industrial Relations) are met.

D. Conduct

1. Assignability

SUBRECIPIENT shall not assign or otherwise transfer, directly or indirectly, whether by operation of law or otherwise, this Agreement, any interest in this Agreement, or any of SUBRECIPIENT's rights or obligations hereunder, without the prior written consent of COUNTY in each instance, and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination of this Agreement by COUNTY; provided, however, that claims for money due or to become due to SUBRECIPIENT from COUNTY under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to COUNTY.

2. Contracts and Subcontracts

a. Approvals

SUBRECIPIENT shall not enter into any contracts or subcontracts with any agency, entity, or individual to perform Services under this Agreement, in whole or in part, without the prior written consent of COUNTY in each instance. A SUBRECIPIENT or sub-subrecipient is not eligible to receive HDAP Funds hereunder if not licensed and in good standing in the State of California, or if listed on the Federal Consolidated List of Debarred, Suspended and Ineligible SUBRECIPIENTs.

b. Monitoring

SUBRECIPIENT shall monitor all contracted and subcontracted services on a regular basis to assure compliance with this Agreement. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance. SUBRECIPIENT shall retain all written reports and submit such reports upon COUNTY's request.

c. Content

SUBRECIPIENT shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any contract or subcontract executed by a SUBRECIPIENT or

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sub-subrecipient for that SUBRECIPIENT's or sub-subrecipient's performance in connection with this Agreement.

d. Selection Process
SUBRECIPIENT shall undertake to ensure that all contracts and subcontracts engaged in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all contracts and subcontracts shall be forwarded to COUNTY along with documentation concerning the selection process.

e. Insurance
SUBRECIPIENT shall ensure that all contracts and subcontracts let in the performance of this Agreement comply with minimum State-required Worker's Compensation insurance and all insurance and indemnification provisions set forth in the Standard Indemnification and Insurance Provisions attached hereto and incorporated herein as Exhibit E.

3. Conflicts of Interest
SUBRECIPIENT agrees to abide by the following organizational and individual conflicts of interest provisions:

a. SUBRECIPIENT shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, agents or consultants engaged in the award and administration of contracts supported by HDAP funds.

b. No employee, officer, agent, or consultant of SUBRECIPIENT shall participate in the selection, or in the award, or administration of, a contract supported by HDAP funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to HDAP-funded activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the HDAP-funded activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the HDAP-funded activity, or with respect to the proceeds derived from the HDAP-funded activity, either for themselves or those with whom they have business or family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of COUNTY, SUBRECIPIENT, or any designated public agency.

SUBRECIPIENT must promptly disclose to the COUNTY, in writing, all actual and potential conflicts of interest.

4. Copyright
If this Agreement results in any material, works or inventions that may be protected by copyright, trademark, or patent, COUNTY, State, and/or HUD reserves the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, the materials, works, or inventions for governmental purposes.

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COUNTY shall be the owner of the following items in connection with this Agreement upon the creation of such item(s), whether or not completed: all data collected, all documents of any type whatsoever, and any material necessary for the practical use of the data and/or documents from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion of such item. SUBRECIPIENT shall not release any materials under this section except after prior written approval of COUNTY.

No materials produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country except as determined at the sole discretion of COUNTY. COUNTY shall have the unrestricted authority to publish, disclose, distribute, and otherwise use in whole or in part, any reports, data, documents, or other materials prepared under this Agreement.

IX. ENVIRONMENTAL CONDITIONS

This Agreement is subject to the provisions of the California Environmental Quality Act ("CEQA"). SUBRECIPIENT assumes responsibility to fully comply with CEQA's requirements regarding the use of HDAP funds provided under this Agreement.

X. SEVERABILITY

If any provision of this Agreement is held invalid, illegal, or unenforceable by a court of competent jurisdiction, then such provision shall be deemed severable from the remaining provisions hereof, and, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

XI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not affect the meaning, construction, or effect of the terms of this Agreement.

XII. WAIVER

COUNTY's delay or failure to act with respect to a breach by the SUBRECIPIENT shall not constitute or be construed as a waiver of COUNTY's rights with respect to subsequent or similar breaches. Any delay or failure of COUNTY to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision, 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.

XIII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the COUNTY and the SUBRECIPIENT with respect to the subject matter hereof, and it supersedes all prior and contemporaneous communications and proposals, whether electronic, oral, or written between the COUNTY and the SUBRECIPIENT with respect to the subject matter hereof. Each Party waives the future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or change by any oral agreements, course of conduct, waiver, or estoppel.

XIV. 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.

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XV. TIME IS OF THE ESSENCE

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

XVI. NONEXCLUSIVE AGREEMENT

SUBRECIPIENT 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 SUBRECIPIENT as COUNTY desires.

XVII. CALIFORNIA LAW

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 the County of Santa Barbara, if in federal court.

XVIII. EXECUTION OF COUNTERPARTS

This Agreement may be executed electronically and 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.

XIX. AUTHORITY

Each Party warrants and represents that such Party has 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 corporate authorizations and 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, SUBRECIPIENT hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which SUBRECIPIENT is obligated, which breach would have a material effect hereon.

XX. ORDER OF PRECEDENCE

All conflicts and inconsistencies between the provisions contained in the numbered sections I through XX of this Agreement and the provisions contained in the Exhibits attached hereto shall be resolved by giving precedence in the following order:

- **A.** Exhibit E
- **B.** Exhibit F
- **C.** The provisions in Sections I through XI and this Section XX of this Agreement
- **D.** Exhibit B
- **E.** Exhibit A

Other exhibits attached hereto, to the extent incorporated by reference above.

[Signatures on Following Page]

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IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the Effective Date set forth above.

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

Signed by:
By: Sheila de la Guerra
0B03F3DDF9EE4AA...
Deputy Clerk

"COUNTY"
COUNTY OF SANTA BARBARA:

Signed by:
By: Bob Nelson
9DD6B7A21FC646A...
Bob Nelson, Chair
Board of Supervisors

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

Signed by:
By: James Munro
02BA147EF6A84DE...
Deputy Auditor-Controller
James Munro

DocuSigned by:
By: Jesús Armas
E33B804A6E03475...
Jesús Armas
Community Services Department Director

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

Signed by:
By: Lauren Wideman
8F464D822C84458...
Deputy County Counsel
Lauren Wideman

APPROVED AS TO FORM:
MARISA KAHN
RISK MANAGEMENT

Signed by:
By: Marisa Kahn
DF54F5C66F0C41A...
Risk Manager

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"SUBRECIPIENT"

Legal Aid Foundation of Santa Barbara County

By: Signed by: Jennifer R. Smith 94FD97C3ABEE4F0...

Jennifer R. Smith, Executive Director

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EXHIBIT A

Scope of Services
Housing and Disability Advocacy (HDAP) Program Funding

Project Title:	Disability Benefits Advocacy
Agreement Amount:	$ 95,000
Time of Performance:	July 1, 2026– December 31, 2026

A. INTRODUCTION

This Scope of Services is attached to and incorporated into the Subrecipient Agreement between the County of Santa Barbara ("COUNTY") and Legal Aid Foundation ("SUBRECIPIENT") as referenced in the Agreement. The purpose of this Scope of Services is to further describe the requirements referenced in the Agreement.

B. PROJECT DESCRIPTION

1. Purpose

The purposes of the funds provided by this Agreement is to provide outreach, case management and housing assistance to persons experiencing homelessness that are disabled. SUBRECIPIENT shall provide and shall only be reimbursed for providing essential services to homeless families and individuals in emergency shelters, renovating buildings to be used as emergency shelter for homeless families and individuals, and operating emergency shelters as set forth in the Regulatory Information below in Section B.2.b ("Project").

2. Services

a. General

Services shall be provided by SUBRECIPIENT under the supervision of SUBRECIPIENT's Chief Executive Officer, who shall ensure that the background, qualifications, and licenses of SUBRECIPIENT's staff providing Services are legally sufficient and otherwise appropriate.

SUBRECIPIENT shall be responsible for providing Services in a manner satisfactory to COUNTY and consistent with all HDAP requirements.

b. State Regulatory Information

Activity	State Regulation
Outreach, Case Management, Housing Assistance and disability benefits advocacy not including legal services.	Welfare and Institutions Code sections 18999-18999.6, 8255, 8256

3. Levels of Accomplishment

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a. Goals

SUBRECIPIENT shall provide the following levels of Services during the Term of the Agreement:

	Goal
Number of participants enrolled	87
Number of disability applications submitted	75
Number of homeless persons entering permanent housing (placed into units)	67
Number of individuals housed at program exit	67
Number of individuals housed one year after program exit	60

b. Performance Measures

SUBRECIPIENT shall meet the following performance measures during the Term of the Agreement:

	Goal
% of HDAP participants with a final disability benefit determination that receive an approval	65%
% of individuals successfully placed in permanent housing	78%
% of adult participants will obtain earned income at Project exit	10%
% of adult participants will obtain cash/non-cash benefits at Project exit	80%

C. DATA COLLECTION AND REPORTING

1. General

Data collection must be completed in accordance with 24 CFR 576.400, subdivision (f), and in sufficient detail to determine the Project's progress in meeting the goals and performance measures as set forth in Section B.3 above.

2. Report Schedule

Quarterly Status Reports are due from SUBRECIPIENT to the COUNTY on a quarterly basis, on the 20th day following the close of the previous month, in accordance with the following schedule:.

Period	Due Date
July 1, 2026– September 30, 2026	October 20, 2026
October 1, 2026 –December 31, 2026	January 20, 2027

3. Report Content

Each Status Report must be in the form attached hereto as Exhibit D and contain all of the following:

a. HDAP Annual Performance Report ("APR") Subrecipient Report generated from the Santa Barbara County Homeless Management Information System ("HMIS");
b. Data on goals and permanent measures as set forth in Section B.3, above;
c. Data on funding received for the provision of Services under this Agreement from all sources; and
d. Signature of SUBRECIPIENT's Chief Executive Officer attesting to the accuracy of the information submitted.

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EXHIBIT B
Budget and Payment Procedures

Project Title:	Disability Benefits Advocacy
Agreement Amount:	$ 95,000
Time of Performance:	July 1, 2026 – December 31, 2026

A. INTRODUCTION

This Budget and Payment Procedures Exhibit B is attached to and incorporated into the Subrecipient Agreement between the County of Santa Barbara ("COUNTY") and **Legal Aid Foundation** ("SUBRECIPIENT") as referenced in the Agreement. The purpose of this Budget and Payment Procedures is to further describe the requirements described in the Agreement.

B. **BUDGET**

Exhibit B – Attachment 1 reflects the Project Revenue Budget, detailing sources of match documentation.

Exhibit B – Attachment 2 reflects the Project Expenditure Budget, detailing line items eligible for reimbursement with HDAP funds hereunder.

The Budget may only be amended as set forth in the Agreement.

C. PAYMENT REQUESTS

Each reimbursement request must include all of the following:

1. Expenditure Summary and Payment Request ("ESPR") in the form attached hereto as Exhibit C, containing an itemized list of expenditures for which reimbursement is requested. Adequate documentation of all eligible expenditures must be included in each reimbursement request.

2. Supporting documentation:
   - ☐ Third-party invoices or receipts
   - ☐ Copies of cancelled checks
   - ☐ Payroll registers and time and activity sheets
   - ☐ Copies of leases and rent comparability documentation for financial and rental assistance requests

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Attachment 1

Housing and Disability Advocacy (HDAP)

Project Budget - Revenues (6 Month Budget)

Project Title	HDAP- Diability Benefits Advocacy
Applicant Name	Legal Aid Foundation of Santa Barbara County

Award **Budget Term: July 1, 2025 -Decmber 31, 2026**

Component	Requested Amount
HDAP-Disability Advocacy	$ 95,000
TOTAL	**$ 95,000**

Revenue and Expense budgets should reflect the *entire program budget* for the specific project for which HDAP funds were awarded. Total Revenue and Expenses should match.

Please specify the source of "Other Federal Funds".

Revenue

Source	Budget	HDAP	Other
HDAP Program (This grant)	$ 95,000	**$ 95,000**	
CDBG - Cities	$ -		
CDBG - County	$ -		
CoC Program	$ -		
ESG - County	$ -		
HOME - Cities	$ -		
HOME - County			
Other State or Federal Funds *(specify source below)*			
HHAP (contracts ends 1/31/26)			
	$ -		
	$ -		
	$ -		
Other State Funds *(specify program below)*			
County Human Services Funds	$ -		
Other Local Funds: County and City of SB general Funds	$ -		
Private Trusts and Foundation Funds	$ -		
Fundraising Events	$ -		
Donations	$ -		
Client Fees	$ -		
Other *(specify source below)*			
	$ -		$ -
	$ -		
	$ -		
Total Revenue	**$ 95,000**	**$ 95,000**	

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Attachment 2

Housing and Disability Advocacy (HDAP)

Project Budget - Expenses

Project Title	HDAP- Diability Benefits Advocacy
Applicant Name	Legal Aid Foundation of Santa Barbara County

Expenses

Budget Term: July 1, 2026 - December 30, 2026

Expense	Total Program Budget	HDAP Program	Other funding Sources
Total Labor Budget	**$ 82,609**	**$ 82,609**	**$ -**
Attorney 1.5 FTE @ 18 months total 1/1/26 - 6/30/26 @ $131,361 year /2 = 65,380 7/1/27 - 6/30/27 @ $135,301 includes 3% COLA TOTAL $200,681	$ 62,157	$ 62,157	$ -
Intake Coordinator/Legal Assistant @ 18 months Intake Coordinator: 1/1/26 - 6/30/26 $33.38 x 8 hours x 6 months = $1,602 7/1/26 - 6/30/27 $34.38 x 8 hours x 12 months = $3,300 includes 3% COLA TOTAL $4,902 Legal Assistant: 1/1/26 - 6/30/26 $39.66 x 5 hour per month x 6 months = $1,190 7/1/26 - 6/30/27 $40.85 x 5 hours per month x 12 months = $2,451 includes 3% COLA TOTAL $3,641 TOTAL INTAKE COORDINATOR & LEGAL ASSISTANT $8,543	$ 2,890	$ 2,890	$ -
Employee Benefits and Payroll Taxes 27%	$ 17,563	$ 17,563	$ -
Client Services and Direct Assistance	0	$ -	$ -
Rental Assistance	$ -	$ -	$ -
Security Deposits	$ -	$ -	$ -
Utility Assistance	$ -	$ -	$ -
Moving costs	$ -	$ -	$ -
Homeless Management Information System (HMIS)	$ -	$ -	$ -
Supplies (includes General, Food, and Office Supplies)	$ -	$ -	$ -
Consultants and Contracts (Includes AmeriCorps)	$ -	$ -	$ -
Facility, Utilities, and Maintenance	$ -	$ -	$ -
Telephone, Fax, and Internet	$ -	$ -	$ -
Travel, Mileage, and Training (Includes Gas and Vehicle Expense)	$ -	$ -	$ -
Equipment Rental and Maintenance	$ -	$ -	$ -
Insurance	$ -	$ -	$ -
Other *(specify below)*	0		
	$ -	$ -	$ -
Indirect Costs - Federal Office of Management and Budget (OMB) approved 15% de minimis costs	$ 12,391	$ 12,391	$ -
Total Expenses	**$ 95,000**	**$ 95,000**	**$ -**

Narrative (optional)

Attorney to help clients in need of legal assistance related to this program.

Intake Coordinator/Legal Assistance to help assist the attorney with clients funded by this grant.

EXPENDITURE SUMMARY AND PAYMENT REQUEST (ESPR)

Housing Disability Advocacy Program (HDAP)

County of Santa Barbara Community Services Department

Exhibit C

Agency Name: Legal Aid Foundation of Santa Barbara County **DUNS #:**
Project Name: HDAP Disability Benefits Advocacy
Address: 301 E Canon Perdido St, Santa Barbara, CA
Contact Person: Trisha Geyer **Title:** Finance Director
Email Address: tgeyer@lafsbc.org **Phone #:**

ESPR Request #:
Date Submitted:
Report Period:
☐ Jul-Sep 2026
☐ Oct-Dec 2026

Submit completed ESPR and required documentation to:

Staff Person: Emily Allen **Title:** Housing Program Specialist, Sr.
Email Address: eallen@countyofsb.org **Phone #:**

PO/Contract #:
HCD Project #:

Grant Budget and Expenditures

Activity ID	Program Component	Activity	Budget	Previous Drawdowns	Requested Drawdown	New Available Balance
	Outreach, CM & Housing Assistance	Salaries & Benefits	$ 82,609	$ -	$ -	$ 82,609
	Outreach, CM & Housing Assistance	Client Services & Direct Assistance	$ -	$ -	$ -	$ -
	Outreach, CM & Housing Assistance	Indirect Costs	$ 12,391	$ -	$ -	$ 12,391
		TOTAL	**$ 95,000**	**$ -**	**$ -**	**$ 95,000**

☐ Check this box if this is the final payment.

Certification

I certify to the best of my knowledge and belief that this report is true and complete and I have reviewed all supporting documentation. Disbursements have been made for the purpose and conditions of this grant and have not been paid by any other source.

Manager / Fiscal Officer

Name Title

Signature Date

Administrator / Executive Director

Name Title

Signature Date

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Exhibit D

EXHIBIT D

HDAP 2026-2027 Quarterly Status Report

County of Santa Barbara
Community Services Department

Instructions: Submit this status report to Emily Allen, Sr. Housing Program Specialist by email to eallen@countyofsb.org.

☐ **Quarter 1** 7/1/2026-09/31/2026 ☐ **Quarter 2** 10/1/2026-12/31/2026

Agency	Legal Aid Foundation	**Contact Person**	Emily Allen
Project	**Disability Benefits Advocacy**	**Phone Number**	
Contract #		**Email Address**	

1. APR Subrecipient Report

Generate an APR Subrecipient Reports from the Santa Barbara County Homeless Management Information System for the reporting period and attach a print-out to this report. Domestic violence programs should generate comparable reports from a HMIS-comparable database.

2. Accomplishments

Goals

	Goal	Quarter	Program-to-Date
Number of participants enrolled	87		
Number of disability applications submitted	75		
Number of homeless persons entering permanent housing (placed into units)	67		
Number of Individuals housed at program exit	67		
Number of individuals housed one year after program exit	60		

Performance Measures - Overall

	Goal	Quarter			Program-to-Date		
		Universe (#)	# Meeting Target	% Meeting Target	Universe (#)	# Meeting Target	% Meeting Target
% of HDAP participants with a final disability benefit determination that receive an approval	65%						
% of individuals successfully placed in permanent housing	78%						
% of adult participants will obtain earned income at project exit	10%						
% of adult participants will obtain cash/non-cash benefits at project exit	80%						

Narrative (Attach additional pages, as needed)

1. Describe the project's progress in meeting the goals and performance measures as set forth in the Subrecipient Agreement. If the project is not performing as planned, provide an explanation.
2. Describe the alignment between HHAP funded activities and "Housing First" principles.

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3. Race & Ethnicity Data

	Quarter	Program-to-Date
	Total	Total
RACE and Ethnicity		
Asian or Asian American		
Black, African American, or African		
Hispanic, Latina/e/o		
Middle Eastern or North African		
Native Hawaiian or Pacific Islander		
White		
Asian or Asian American & American Indian, Alaska Native, or Indigenous		
Black, African American, or African & American Indian, Alaskan Native, or Indigenous		
Hispanic, Latina/e/o & American Indian, Alaskan Native, or Indigenous		
Middle Eastern or North African & American Indian, Alaskan Native, or Indigenous		
Native Hawaiian or Pacific Islander & American Indian, Alaskan Native, or Indigenous		
White & American Indian, Alaskan Native, or Indigenous		
Black, African American, or African & Asian or Asian American		
Hispanic, Latina/e/o & Asian or Asian American		
Middle Eastern or North African & Asian or Asian American		
Native Hawaiian or Pacific Islander & Asian or Asian American		
White & Asian or Asian American		
Hispanic, Latina/e/o & Black, African American, or African		
Middle Eastern or North African & Black, African American, or African		
Native Hawaiian or Pacific Islander & Black, African American, or African		
White & Black, African American, or African		

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Middle Eastern or North African & Hispanic, Latina/e/o		
Native Hawaiian or Pacific Islander & Hispanic, Latina/e/o		
White & Hispanic, Latina/e/o		
Native Hawaiian or Pacific Islander & Middle Eastern or North African		
White & Middle Eastern or North American or North African		
White & Native Hawaiian or Pacific Islander		
Multiracial – more than 2 races/ethnicity, with one being Hispanic/Latina/e/o		
Multiracial – more than 2 races, where no option is Hispanic/Latina/e/o		
Client Doesn't Know/ Prefer Not to Answer		
Data Not Collected		
Totals in RACE		
ETHNICITY[1]		
Hispanic or Latino[2]		
Not Hispanic or Latino		
Totals in ETHNICITY		

4. Project Funding

Report funding received for the **project** during the quarter and year-to-date by source.

HUD Funds

	Amount	
ESG	$	
CDBG – County	$	
CDBG – Other	$	
HOME	$	
HOPWA	$	
Total	**$**	

Other Funds

	Amount	
Other Federal Funds	$	
State Funds (including HDAP)	$	
Local Funds	$	
Private Funds	$	
Other Funds *(Specify fund source below)*		
	$	

[1] Totals in race and Ethnicity must be equal to each other. Please state a Race and Ethnicity for each client.
[2] Subset of total per racial category. Hispanic or Latino refers to a person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.

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	$	
Total	**$**	

5. Additional Comments

Provide any additional comments on areas of this report that need explanation.

6. Submission Certification

I certify that all information stated in and attached to this report is true and accurate.

Signature: _____ Date: _____

Name & Title: _____

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EXHIBIT E
Indemnification and Insurance Requirements
(For Professional Contracts)

INDEMNIFICATION

SUBRECIPIENT 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. SUBRECIPIENT'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

SUBRECIPIENT 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

SUBRECIPIENT 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 SUBRECIPIENT, his 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 SUBRECIPIENT 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 SUBRECIPIENT'S profession, with limit of no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate.

If the SUBRECIPIENT maintains higher limits than the minimums shown above, COUNTY requires and shall be entitled to coverage for the higher limits maintained by the SUBRECIPIENT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to COUNTY.

B. Other Insurance Provisions

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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 SUBRECIPIENT 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 SUBRECIPIENT'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 SUBRECIPIENT's insurance coverage shall be primary insurance as respects COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the SUBRECIPIENT'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 COUNTY.

4. **Waiver of Subrogation Rights** – SUBRECIPIENT hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said SUBRECIPIENT may acquire against COUNTY by virtue of the payment of any loss under such insurance. SUBRECIPIENT agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not 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 COUNTY. COUNTY may require the SUBRECIPIENT 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** – SUBRECIPIENT shall furnish 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 COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the SUBRECIPIENT's obligation to provide them. The SUBRECIPIENT shall furnish evidence of renewal of coverage throughout the term of the Agreement. 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

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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** – SUBRECIPIENT shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and SUBRECIPIENT 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 SUBRECIPIENT 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. SUBRECIPIENT 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.

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EXHIBIT F
State Terms and Conditions

This Agreement is being assisted by the State of California. The following State provisions must be included in all contracts, including this Agreement, pursuant to applicable Program requirements.

1. Commencement of Work and Completion Dates

A. SUBRECIPIENT agrees that the Agreement shall not commence, nor any costs to be paid with HDAP funds be incurred or obligated by any party, prior to execution of this Agreement by the COUNTY, completion of all required environmental clearances, compliance with the applicable conditions of this Agreement, and not before receipt of an award notification letter from COUNTY.

B. SUBRECIPIENT agrees that the Project shall be completed by the expiration date specified in this Agreement and that the Scope of Services shall be provided for the full Term of this Agreement.

2. Sufficiency of Funds and Termination

A. The COUNTY may, by written notice to SUBRECIPIENT, terminate this Agreement, at any time for cause. Cause shall consist of: violations of any terms and/or conditions of this Agreement; Federal law; State law; or withdrawal of the State's expenditure authority. Upon termination of this Agreement, unless otherwise approved in writing by the COUNTY, any unexpended funds received by the SUBRECIPIENT shall be returned to the COUNTY within thirty (30) days of the Notice of Termination.

B. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if the Agreement were executed after the determination was made.

C. This Agreement is valid and enforceable only if sufficient HDAP funds are made available to the COUNTY by the STATE and/or United States Government for the purposes of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations or conditions, or statute, regulations or any other laws, whether federal or those of the State of California, or of any agency, COUNTY, or any political subdivision of the federal or the State of California governments, which may affect the provisions, terms or funding of this Agreement in any manner.

D. It is mutually agreed that if the State does not appropriate sufficient funds for the Program, this Agreement shall be amended to reflect any reductions in funds.

3. Transfers

SUBRECIPIENT may not transfer by subcontract or novation, or by any other means, the rights, duties, or performance of this Agreement or any part thereof, except with the prior written approval of the COUNTY and a formal amendment to this Agreement to effect such subcontract or novation.

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4. SUBRECIPIENTs and Sub-SUBRECIPIENTs

SUBRECIPIENT and any of its sub-subrecipients shall not enter into any Agreement, written or oral, with any SUBRECIPIENT without the prior written approval of the COUNTY and determination by the COUNTY and State of the SUBRECIPIENT's eligibility. A SUBRECIPIENT, or its SUBRECIPIENT, is not eligible to receive grant funds if it is not licensed and in good standing in California or is listed on the Federal Consolidated List of Debarred, Suspended and Ineligible SUBRECIPIENTs.

A. The Agreement between the COUNTY and any SUBRECIPIENT shall require that any SUBRECIPIENT or sub-subrecipients must:

1) Perform the services described in the Agreement in accordance with Federal, State, and local housing and building codes, as applicable.

2) Comply with the labor standards described in this Exhibit, Paragraph 13, as applicable. In addition to the requirements of this Exhibit, all SUBRECIPIENTs and sub-subrecipients must comply with the provisions of the California Labor Code, as applicable.

3) Comply with all applicable Equal Opportunity Requirements, more fully described in this Agreement under Section VIII, PERSONNEL AND PARTICIPANT CONDITIONS.

4) Maintain at least the minimum COUNTY and State-required worker's compensation insurance for those employees who will perform the Agreement or any part of it.

5) Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount to be determined by the State which is reasonable to compensate any person, firm, or corporation who may be injured or damaged by the SUBRECIPIENT or any sub-subrecipient in performing the Agreement or any part of it.

6) Agree to include all the terms of this Agreement in each subcontract, and that all requirements set forth in this Agreement apply between the SUBRECIPIENT and any SUBRECIPIENT or sub-subrecipient.

5. Liability Insurance

Unless otherwise approved in writing, SUBRECIPIENT shall have and maintain in full force and effect during the term of this Agreement liability insurance in an amount of not less than $1,000,000.00 per occurrence with the COUNTY named as an additionally insured. Prior to drawdown of funds, SUBRECIPIENT shall provide a valid certificate of insurance to the COUNTY Program Representative for review and approval.

6. Inspections

A. SUBRECIPIENT shall inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable Federal, State and/or local requirements, and this Agreement.

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B. The COUNTY and State reserves the right to inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable Federal, State and/or local requirements, and this Agreement.

C. SUBRECIPIENT agrees to require that all work that is determined based on such inspections not to conform to the applicable requirements will be corrected by SUBRECIPIENT and that COUNTY shall withhold payments to the SUBRECIPIENT until it is corrected.

7. Audit/Retention and Inspection of Records

A. SUBRECIPIENT agrees to maintain accounting books and records in accordance with Generally Accepted Government Auditing Standards (GAGAS). SUBRECIPIENT agrees that the COUNTY, the STATE Department of General Services, the Bureau of State Audits, or their designated representatives, shall have the right to review and copy any records and supporting documentation pertaining to the performance of this Agreement. SUBRECIPIENT agrees to maintain such records for possible audit for minimum of five (5) years from the expiration date of this Agreement. SUBRECIPIENT agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of employees who might reasonably have information related to such records. Further, SUBRECIPIENT agrees to include a similar right of the COUNTY and State to audit records and interview staff in any subcontract related to performance of this Agreement.

B. The audit shall be performed by a qualified State, local, or independent auditor. SUBRECIPIENT shall notify the COUNTY of the auditor's name and address immediately after the selection has been made. The contract for audit shall include a clause which permits access by the COUNTY and State to the auditor's working papers.

C. SUBRECIPIENT shall comply with the audit requirements contained in 2 CFR Part 200 Subpart F.

8. Monitoring Grant Activities

A. COUNTY shall monitor the SUBRECIPIENT activities to ensure compliance with federal and State HDAP requirements. An onsite monitoring visit of SUBRECIPIENT may occur whenever determined necessary by the COUNTY, but at least once during the grant period.

B. The COUNTY shall monitor the performance of the SUBRECIPIENT based on a risk assessment and according to the terms of this Agreement.

C.The COUNTY shall monitor the performance of SUBRECIPIENT and the Agreement based on the performance measures used by the HDAP program and for compliance with Welfare and Institutions Code sections 18999-18999.6; California Department of Social Services All County Letters, including ACL 19-104; California Department of Health Care Services All County Welfare Directors' Letters; Housing First requirements as enumerated in Welfare and Institutions Code sections 8255 et seq. and further outlined in ACL 19-114; evidence-based practices in homeless assistance and homelessness prevention; benefits advocacy guidelines issued by HDAP Program guidance; and, the duties of appointed representatives issued by the Social Security

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Administration, including Rules of Conduct and Standards of Responsibility for Representatives, which can be found at 20 C.F.R. section 404.1740 and section 416.1540.

C.

D. If it is determined that a SUBRECIPIENT falsified any certification, application information, financial, or contract report, the SUBRECIPIENT shall be required to reimburse to COUNTY the full amount of all payments made to SUBRECIPIENT by COUNTY, and may be prohibited from any further participation in the HDAP Program.

E. As requested by the COUNTY, the SUBRECIPIENT shall submit to the COUNTY all HDAP monitoring documentation necessary to ensure that SUBRECIPIENT is in continued compliance with State HDAP requirements. Such documentation requirements and the submission deadline shall be provided by the COUNTY at the time such information is requested from the SUBRECIPIENT.

9. Waivers

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. Failure of the COUNTY to enforce the provisions of this Agreement or required performance by the SUBRECIPIENT of these provisions, at any time, shall in no way be construed to be a waiver of such provisions, nor affect the validity of this Agreement, or the right of the COUNTY, to enforce these provisions.

10. Litigation

A. If any provision of this Agreement, or any underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the COUNTY, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are, and shall be, deemed severable.

B. SUBRECIPIENT shall notify the COUNTY immediately of any claim or action undertaken by or against it which affects or may affect this Agreement of the COUNTY and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of the COUNTY.

11. Compliance with State Law and Regulations

SUBRECIPIENT agrees to comply with all State laws and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all others matters applicable to the SUBRECIPIENT and the Project.

12. Environmental Requirements

This Agreement is subject to the provisions of the California Environmental Quality Act (CEQA). SUBRECIPIENT assumes responsibility to fully comply with CEQA's requirements regarding the Agreement. In addition, SUBRECIPIENT shall comply with the environmental requirements of 24 CFR, § 576.407 subdivision (d). The obligation of funds and incurring of costs is hereby conditioned upon compliance with CEQA, 24 CFR Section 576.407, subdivision (d), and completion by the COUNTY, State and the U.S. Department of Housing and Urban Development of all applicable review and approval requirements.

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13. Prevailing Wages

A. Where funds provided through this Agreement are used for construction work, or in support of construction work, SUBRECIPIENT shall ensure that the requirements of Chapter 1 (commencing with Section 1720) of Part 7 of the Labor Code (pertaining to the payment of prevailing wages and administered by the California Department of Industrial Relations) are met.

B. For the purposes of this requirement "construction work" includes but is not limited to rehabilitation, alteration, demolition, installation or repair done under contract and paid for, in whole or in part, through this Agreement. All construction work shall be done through the use of a written contract with a properly licensed building SUBRECIPIENT incorporating these requirements (the "construction contract"). Where the construction contract will be between the SUBRECIPIENT and a licensed building SUBRECIPIENT, SUBRECIPIENT shall serve as the "awarding body" as defined in the Labor Code. Where the SUBRECIPIENT will provide funds to a third party that will enter into the construction contract with a licensed building SUBRECIPIENT, the third party shall serve as the "awarding body".

C. The construction contract and any amendments thereto shall be subject to the prior written approval of the COUNTY. Prior to any disbursement of funds, including but not limited to release of any final retention payment, the COUNTY may require a certificate from the awarding body that prevailing wages have been or will be paid when required by Section 1720 et. seq. of the Labor Code.

14. Eligible Activities

A. HDAP funds awarded by the COUNTY to SUBRECIPIENT shall be used for the eligible activities set forth in Exhibits A and B as permitted under Welfare and Institutions Code sections 18999-18999.6 and California Department of Social Services All County Letters, including ACL 19-104. The following additional limitations or requirements shall apply.

B. If permitted in the Scope of Work and Budget, a maximum of ten percent of the funds provided under this Agreement may be used for Homeless Management Information System (HMIS) activities.

D. For rapid rehousing and homelessness prevention activities, no subpopulation targeting will be permitted except if documentation of all of the following is provided to the COUNTY prior to the award of funds for these activities: (1) that there is an unmet need for these activities for the subpopulation proposed for targeting, and (2) that there is existing funding in the Continuum of Care service area for programs that address the needs of the excluded populations for these activities.

15. Core Practices

All HDAP-funded activities shall operate in a manner consistent with the requirements of WIC 18999 – 18999.6. In addition, activities must include the use of a homeless coordinated entry system, housing first practices, and progressive engagement practices.

16. Core Components of Housing First

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HDAP must operate in accordance with Housing First. WIC Section 8256 requires that all state-funded housing programs operate in accordance with the Core Components of Housing First as enumerated in WIC Section 8255 and further outlined in ACL 19-114. Housing First means that individuals should be connected to housing or housing supports immediately without preconditions, services shall be voluntary, client choice shall be respected, and applicants shall not be rejected on the basis of income, past evictions, substance use, or any other behaviors that may indicate a lack of "housing readiness."

17. Reporting and Recordkeeping

A. By July 30, 2026, SUBRECIPIENT shall submit a final Annual Performance Report to the COUNTY. In accordance with reporting requirements, the report shall include, but not be limited to, beneficiary data including performance measurements.

B. No less than once per month, SUBRECIPIENT shall provide COUNTY with a HDAP Program Financial/Invoice Report, for which a sample is attached hereto as Exhibit C, on or before the 20th day following the close of the previous month, setting forth its activities for the previous month. Further, should the State require additional reports, SUBRECIPIENT agrees to submit such reports in a timely fashion in a manner and format approved by the COUNTY and State. A close-out-of-grant report shall be submitted within fifteen (15) days after the end of the reporting period.

C. No less than once per quarter, but not more often than monthly, SUBRECIPIENT shall provide COUNTY with a HDAP Program Quarterly Status Report, for which a sample is attached hereto as Exhibit D, on or before the 15th day following the close of the previous month, setting forth its activities for the previous quarter. Further, should the State require additional reports, SUBRECIPIENT agrees to submit such reports in a timely fashion in a manner and format approved by the COUNTY and State. A close-out-of-grant report shall be submitted within twenty (20) days after the end of the reporting period.

D. SUBRECIPIENT shall manage and maintain all client data information using a Homeless Management Information System (HMIS) or comparable data system (defined as a separate data system that collects required HMIS and HDAP data elements and complies with HUD Data and Technical Standards). SUBRECIPIENT shall collect all program data elements using the HMIS and comply with all reporting requirements.

E. SUBRECIPIENT shall maintain all fiscal and program records pertaining to the Agreement for no less than a period of five (5) years from the date of expiration of the Agreement.

F. SUBRECIPIENT shall submit required reports on forms approved by the COUNTY.