

**SUBRECIPIENT AGREEMENT**  
**BETWEEN**  
**COUNTY OF SANTA BARBARA as**  
**ADMINISTRATIVE ENTITY FOR THE**  
**SANTA MARIA/SANTA BARBARA COUNTY CONTINUUM OF CARE**  
**AND**  
**People Assisting the Homeless (PATH)**  
**PATH Santa Barbara Interim Housing**  
**State of California Homeless Housing, Assistance and Prevention (HHAP) Program**

THIS SUBRECIPIENT AGREEMENT (“Agreement”) is made and entered into by and between the County of Santa Barbara (the “COUNTY”), a political subdivision of the State of California, and PATH (the “SUBRECIPIENT” and together with the COUNTY, collectively, the “Parties” and each individually a “Party”), a California nonprofit public benefit corporation, whose address is 816 Cacique Street #3622, Santa Barbara, CA 93103.

**WITNESSETH THAT:**

**WHEREAS**, the Homeless Housing, Assistance and Prevention (“HHAP”) Program (“Program”) has been established by the State of California pursuant to Chapter 6 (commencing with section 50216) of Part 1 of Division 31 of the Health and Safety Code; and

**WHEREAS**, the Program is administered by the California Homeless Coordinating and Financing Council, now the California Interagency Council on Homelessness (“Council”) in the Business, Consumer Services and Housing Agency (“Agency”); and

**WHEREAS**, the Agency provides one-time flexible block grant funds to Counties and Administrative Entities as defined in the March 7, 2022 HHAP Notice of Funding Availability (“NOFA”); and

**WHEREAS**, COUNTY qualifies as the Administrative Entity (“AE”) as defined in the NOFA to administer and distribute State HHAP funds allocated to the Santa Maria/Santa Barbara County Continuum of Care (“CoC”); and

**WHEREAS**, the COUNTY Community Services Department (“CSD”) will act as the AE on behalf of the CoC Service Area in the administration of this Agreement; and

**WHEREAS**, pursuant to COUNTY’s Agreement with the State to perform work under the Program and as specified in the NOFA, SUBRECIPIENT has been designated as an eligible and qualified subrecipient of HHAP funds for eligible activities in accordance with Health and Safety Code, Division 31, Part 1, Chapter 6, Section 50220.7 subdivisions (e)(1) – (9), and Section 50220.7, subdivisions (a)(4)-(5), and other applicable laws; and

**WHEREAS**, SUBRECIPIENT desires, and represents and warrants that it is qualified, to perform the Services (defined below) hereunder, and COUNTY desires to engage SUBRECIPIENT to perform such Services in accordance with the terms and conditions memorialized in this Agreement.

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

**1. AWARD; SCOPE OF SERVICES**

**A. General**

SUBRECIPIENT may be reimbursed by COUNTY hereunder in the aggregate amount not to exceed **six hundred thirty-eight thousand, five hundred and eighty-one dollars (\$638,581)** (“HHAP PROJECT Funding”) for eligible costs incurred by SUBRECIPIENT in providing services as set forth in this Agreement for the HHAP Rapid Re-Housing project to provide Rapid Re-housing services (the “PROJECT”) in accordance with Health and Safety Code, Division 31, Part 1, Chapter 6, Section 50220.7 subdivisions (e)(1) – (9), Section 50220.7, subdivisions (a)(4)-(5), and all other applicable laws. All services under this Agreement shall be provided in Santa Barbara County as described in the Scope of Services attached hereto and incorporated herein as Exhibit A (“Scope of Services”). The Services set forth in the Scope of Services (“Services”) will be provided under the supervision of SUBRECIPIENT’s Executive Director who shall ensure that the background and qualifications of SUBRECIPIENT’s and subcontractors’ staff providing Services meet the minimum standards established by pertinent licensing bodies, as applicable.

**B. Services**

Eligible Activities

Activities funded by the Program are limited to eligible activities and providing services, as defined by State law, including, but not limited to, Health and Safety Code, Division 31, Part 1, Chapter 6; and any other applicable laws. Per Health and Safety Code Section 50220.7 (g), any housing-related activities funded with HHAP funds must be in compliance with Housing First, as described in Chapter 6.5 (commencing with Section 8255) of Division 8 of the Welfare and Institutions Code, including, but not limited to, use of a homelessness coordinated entry system, housing first practices, and progressive engagement practices. Individuals and families assisted with these funds must not be required to receive treatment or perform any other prerequisite activities as a condition for receiving shelter, housing, or other services for which these funds are used.

**C. Staffing**

The budget for SUBRECIPIENT’s Services, specifying HHAP-funded line items, is attached hereto as Exhibit B and incorporated herein by reference (“Budget”). Only the salary and benefits for the positions listed in the Budget as funded with State HHAP funds, if any, are eligible for reimbursement hereunder. No changes to the Budget shall be made other than as an amendment of this Agreement in writing duly executed by CSD. All Services shall be performed by SUBRECIPIENT. SUBRECIPIENT represents that it possesses the professional and technical personnel and skills required to perform the Services required by this Agreement. SUBRECIPIENT and its COUNTY-approved contractors and subcontractors, if any, shall perform all Services in a professional manner commensurate with their own usual and customary standards, and in no event with less than the reasonable and ordinary level of care and professional standards normally provided and observed by practitioners engaged in the profession of providing such Services in the same geographic area.

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 to be performed shall conform to the requirements of this Agreement and the highest professional standards, and shall be performed in compliance with all applicable federal, state and local laws.

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

**D. Levels of Accomplishment – Goals and Performance Measures**

SUBRECIPIENT shall report performance data to COUNTY quarterly, in accordance with Sections 7.B.1, 7.B.2, and 7.C of this Agreement, regarding the goals and performance measures set forth in Exhibit A, and as required by the State, as set forth in Health and Safety Code, Division 31, Part 1, Chapter 6, (commencing with section 50216), the NOFA, and all other applicable laws.

**E. Performance Monitoring**

SUBRECIPIENT shall provide the Services in a manner satisfactory to COUNTY. In addition, COUNTY will review the performance of SUBRECIPIENT as set forth in Health and Safety Code, Division 31, Part 1, Chapter 6, commencing with Section 50216, in the NOFA, and all other applicable laws. COUNTY may monitor the performance of SUBRECIPIENT against the goals and performance measures set forth in Section 1 of this Agreement and Exhibit A. SUBRECIPIENT's failure to meet any such 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 to the satisfaction of COUNTY within seven (7) days after being notified by COUNTY of such breach, then the COUNTY may proceed with suspension and/or termination of this Agreement pursuant to Section 6.F of this Agreement.

**F. COUNTY Recognition**

SUBRECIPIENT shall ensure recognition of the role of COUNTY in providing HHAP PROJECT Funding made available under this Agreement. All activities, facilities and items utilized in connection with 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 HHAP PROJECT Funding made available under this Agreement.

**2. TERM**

**A. Time of Performance**

The term of this Agreement ("Term") shall begin on October 1, 2023 ("Operating Start Date") and, subject to annual appropriations and adopted budget funds, shall end on September 30, 2025, unless suspended or terminated earlier in accordance with the provisions of this Agreement, or there are insufficient HHAP funds available to the COUNTY for any reason. All Services to be performed hereunder and set out in the Scope of Services may commence on the Operating Start date and shall terminate on September 30, 2025. Any funds not expended by September 30, 2025 will no longer be available to the PROJECT 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 in accordance with the provisions of this Agreement. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that SUBRECIPIENT has control over HHAP funds, including PROJECT income. All Program assets (unexpended Program funds, property, equipment, etc.) shall revert to COUNTY upon termination of this Agreement.

**3. BUDGET**

The COUNTY may require a more detailed budget breakdown than as set forth in the Budget, and SUBRECIPIENT shall provide such supplementary budget information within one (1) week of COUNTY's request for same, in form and content as prescribed by COUNTY. Any amendments to the Budget shall be in writing duly executed by both CSD and SUBRECIPIENT in accordance with Section 6.E, below.

SUBRECIPIENT represents and warrants that the Budget includes only allowable costs eligible for reimbursement with Program funds in accordance with the NOFA and State law, including, but not limited to, Health and Safety Code, Division 31, Part 1, Chapter 6, commencing with Section 50216, all other applicable laws, and the Standard Agreement between the State and COUNTY pertaining to Program funds, including the funds made available to Subrecipient hereunder, and all Exhibits, Attachments, and Appendices thereto (“Allowable Costs”). SUBRECIPIENT shall provide to COUNTY an accurate accounting of such costs, as well as an analysis of the eligibility of such costs for reimbursement with Program funds, in sufficient detail to provide a sound basis for COUNTY to effectively monitor SUBRECIPIENT’s performance under this Agreement.

SUBRECIPIENT further agrees to utilize HHAP PROJECT Funding available under this Agreement to supplement rather than supplant funds otherwise available.

**4. PAYMENT**

It is expressly agreed and understood that the total amount to be paid by COUNTY under this Agreement shall not exceed **\$638,581** (“Maximum Contract Amount”). Any donations received for the PROJECT shall reduce the Maximum Contract Amount reimbursable by the County under this Agreement on a one-for-one dollar basis. Drawdowns of HHAP PROJECT Funding for the reimbursement of eligible expenses hereunder shall be made in accordance with the line items set forth in the Budget. No less than once per quarter, SUBRECIPIENT shall request reimbursement for its incurred Allowable Costs (“Reimbursement Request”). For each Reimbursement Request, SUBRECIPIENT shall submit to the COUNTY a completed Expenditure Summary and Payment Request (“ESPR”) together with proper supporting documentation for Services described in Sections 1.A and 1.B, and staff salaries and benefits described in Section 1.C, and performance data required by Sections 1.D, 7.B.1, 7.B.2, and 7.C of this Agreement, all in sufficient detail to provide a sound basis for COUNTY to effectively monitor costs under this Agreement. SUBRECIPIENT shall not submit a Reimbursement Request for any expenditures other than expenditures set forth in the Budget. The COUNTY shall review each Reimbursement Request, and, if complete and correct, shall reimburse SUBRECIPIENT for Allowable Costs set forth therein within thirty (30) days after receiving such Reimbursement Request.

**5. NOTICES**

Notices required by this Agreement shall be in writing and delivered via United States Postal Service mail (postage prepaid), nationally recognized commercial courier, personal delivery, or email if an email address for such Party is set forth below in this Section 5. Notices may be sent by facsimile or other electronic means (other than email) 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 also delivers such notice via United States Postal Service mail (postage prepaid), nationally recognized commercial courier, or personal delivery the next business day. Any notice delivered or sent in accordance with the provisions of this Section 5 shall be deemed effective as of the date of personal delivery or sending. All notices and other written communications sent to a Party under this Agreement shall be addressed to such Party, and directed to the designated representative for such Party, as set forth below, unless otherwise indicated by such Party after the date hereof in writing duly executed but such Party and delivered to the other Party in accordance with this Section 5:

**If to COUNTY:**

Kimberlee Albers, Homelessness Programs  
Manager  
County of Santa Barbara  
Community Services Department  
Housing and Community Development Division  
123 E. Anapamu St., Second Floor  
Santa Barbara, CA 93101

**If to SUBRECIPIENT:**

Jonathan Castillo  
Chief Regional Officer  
PATH  
816 Cacique Street  
Santa Barbara, CA 93101  
(323) 644-2210  
[grants@epath.org](mailto:grants@epath.org)

Office: (805) 695-6333

jonathancastillo@epath.org

**6. GENERAL CONDITIONS****A. General Compliance**

SUBRECIPIENT agrees to comply with the requirements of Health and Safety Code, Division 31, Part 1, Chapter 6, commencing with Section 50216; the State Terms and Conditions, attached hereto and incorporated herein as Exhibit F, the NOFA, and all other applicable federal, state, and local laws, regulations, ordinances, orders, rules, guidelines, directives, circulars, bulletins, notices and policies ("Applicable Laws"). 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 Applicable Law, shall be conclusive of that fact as between SUBRECIPIENT and COUNTY. SUBRECIPIENT shall provide the Services in compliance with all Applicable Laws and this Agreement.

**B. Independent Contractor**

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 contractor 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 penalty if any. These 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 any of 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 and 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.

**E. Changes or Amendments**

Any changes to this Agreement, unless otherwise noted, may only be made through a written amendment to this Agreement duly executed by both COUNTY and SUBRECIPIENT. COUNTY and SUBRECIPIENT may amend this Agreement at any time 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 such amendment, nor relieve or release COUNTY or SUBRECIPIENT from such Party's obligations under this Agreement that are not expressly changed by such 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 laws, regulations, ordinances, orders, rules, directives, circulars, bulletins, notices, guidelines, policies and available funding amounts.

No amendment to this Agreement shall be effective unless approved and executed by the Chair of the COUNTY Board of Supervisors, except that the Director of CSD or designee (“Director”) is authorized to, in his or her discretion, approve and execute amendments hereto 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 HHAP 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, (ii) all expenditures under this Agreement as so amended are eligible pursuant to California regulations, Health and Safety Code section 50219, subdivision (c)(1) – (8), 25 CCR Section 8409(b), and all other Applicable Laws, and (iii) in no event shall the Maximum Contract Amount be increased to an amount in excess of the amount of the HHAP funds available to the COUNTY.
2. Changes to, additions, or deletions of line items set forth in the Budget, provided that (i) such line item changes do not result in any increase or decrease in the Maximum Contract Amount, and (ii) all line items in the Budget as so amended, and all expenditures under this Agreement, must be eligible pursuant to California law, including, but not limited to, Chapter 6 (commencing with Section 50216) of Part 1 of Division 31 of the Health and Safety Code, the March 7, 2022 HHAP NOFA, 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. Execute amendments that extend the Term beyond September 30, 2026. 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 HHAP Standard Grant Agreement posted at [bcsh.ca.gov/calich/hhap\\_program.html](https://bcsh.ca.gov/calich/hhap_program.html), 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, or available funding amounts.

In no event shall an amendment to the Agreement be made pursuant to this subsection 6.E. that will result in any change to the Scope of Services attached hereto as Exhibit A.

**F. Suspension or Termination**

COUNTY may suspend or terminate this Agreement if SUBRECIPIENT materially fails to comply with the terms of any Applicable Laws, the grant agreement, applications, the NOFA, or any terms of this Agreement, including, but not limited to, the following:

- Failure to comply with any Applicable Laws or other 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 HHAP PROJECT Funding provided under this Agreement;
- Actions or behavior by or on behalf of SUBRECIPIENT or any of SUBRECIPIENT’s contractors, subcontractors, employees, agents, representatives, officers, or directors that undermines the

integrity of the PROJECT, including, but not limited to, client, child or staff endangerment, inappropriate or reckless behavior, and health code violations; or

- Submittal of reports that are false or that are incorrect or incomplete in any material respect.

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

i. 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 set forth herein.

- For Convenience.** This Agreement may be terminated for convenience by COUNTY, upon written notification to SUBRECIPIENT, setting forth the effective date of such termination and, in the case of partial termination, the portion to be terminated.
- 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 with regard to the remainder of the Term.
- For Cause.** Should SUBRECIPIENT default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, in COUNTY's sole discretion, terminate or suspend this Agreement in whole or in part by written notice to SUBRECIPIENT. Upon receipt of such notice, SUBRECIPIENT shall immediately discontinue all Services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date such notice is given by COUNTY, unless the notice directs otherwise.

ii. 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, if, in the case of a partial termination, COUNTY, in COUNTY's sole discretion, determines that the remaining portion of this Agreement or the award will not accomplish the purposes for which the Agreement was made, COUNTY may terminate the Agreement in its entirety.

- Upon termination, SUBRECIPIENT shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by or on behalf of SUBRECIPIENT in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit SUBRECIPIENT to retain.
- If the State demands reimbursement from COUNTY for any of COUNTY's payments to SUBRECIPIENT hereunder ("disallowed payment(s)") due to SUBRECIPIENT's failure to comply with the terms of the State's award to COUNTY, including, but not limited to, the grant

agreement, assurances in an application, or a notice of award, any applicable term of this Agreement, any Applicable Law or any other 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 fully and completely reimburse COUNTY in the total amount of such disallowed payment(s).

**G. STATE and COUNTY Enforcement of HHAP Program Requirements**

COUNTY and SUBRECIPIENT acknowledge that the State will review the performance of COUNTY and SUBRECIPIENT in carrying out their respective responsibilities with respect to the HHAP Program funds based on performance measures used by the State, including, but not limited to, Health and Safety Code, Division 31, Part 1, Chapter 6 commencing with Section 50216, the NOFA, and Applicable Laws. COUNTY may take any action it deems necessary in its sole discretion if COUNTY determines that SUBRECIPIENT is not complying with any of the federal or State HHAP Program requirements, Applicable Laws, or this Agreement.

**7. ADMINISTRATIVE REQUIREMENTS**

**A. Financial Management**

1. Accounting Standards

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

2. Cost Principles

SUBRECIPIENT shall administer its program and the Project in accordance with the State of California HHAP Program requirements, including, but not limited to, Chapter 6 (commencing with Section 50216) of Part 1 of Division 31 of the Health and Safety Code, and the Standard Agreement between the State and COUNTY and all Exhibits, Attachments, and Appendices thereto. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

3. Program Income

Program income must be expended by the SUBRECIPIENT solely on Allowable Costs incurred by SUBRECIPIENT for eligible HHAP Program activities.

4. Indirect Costs

SUBRECIPIENT may charge an indirect cost allocation to its award of funds under this Agreement. The indirect cost allocation may not exceed ten percent (10%) of the direct Allowable Costs under the PROJECT activity unless a higher limit for such indirect cost allocation has been previously approved by the COUNTY in writing.

5. 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 hereunder.

6. Travel

SUBRECIPIENT's reimbursement of any costs incurred for travel outside the County of Santa Barbara shall be subject to COUNTY's prior written approval.



## **B. Documentation and Record Keeping**

### **1. Records to Be Maintained**

SUBRECIPIENT shall comply with all reporting requirements of COUNTY and shall maintain all records that are pertinent to the activities to be funded under this Agreement, and all records required and described by Applicable Laws relating to the HHAP Program, including, but not limited to, Health and Safety Code, Division 31, Part 1, Chapter 6 commencing with Section 50216, and the NOFA;. SUBRECIPIENT shall maintain accounting books and records in accordance with Generally Accepted Accounting Standards. SURECIPIENT further agrees that COUNTY and 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” or “at risk of homelessness” status of PROJECT participants as defined in State law, including, but not limited to, Chapter 6 (commencing with Section 50216) of Part 1 of Division 31 of the Health and Safety Code, the NOFA, and all other Applicable Laws;
- b. Records providing a full description of each activity undertaken in connection with Services and the number of instances of service (all Services must be documented);
- c. Records required to determine the eligibility of expenditures as Allowable Costs;
- d. Records supporting disbursements of HHAP Program funds for the reimbursement of Allowable Costs incurred in connection with eligible activities;
- e. Financial records as required by State law, including, but not limited to, Chapter 6 (commencing with Section 50216) of Part 1 of Division 31 of the Health and Safety Code; and
- f. Other records necessary to document compliance with State law, including, but not limited to, Chapter 6 (commencing with Section 50216) of Part 1 of Division 31 of the Health and Safety Code, and Health and Safety Code Section 50219, subdivision (c)(1) – (8), and all other Applicable Laws.

### **2. Client Data**

- a. SUBRECIPIENT shall collect and maintain client data demonstrating client eligibility for Services provided in accordance with the NOFA, State law, including, but not limited to, Chapter 6 (commencing with Section 50216) of Part 1 of Division 31 of the Health and Safety Code, and all other Applicable Laws. Such data shall include, but not be limited to, client name, address, homeless status, or other basis for determining eligibility, and descriptions of all Services provided.
- b. SUBRECIPIENT shall participate in and provide data elements, in a manner consistent with federal law, to the statewide Homeless Management Information System (known as the Homeless Data Integration System or “HDIS”), and in accordance with SUBRECIPIENT’s existing Homeless Management Information System (“HMIS”) Privacy Plan entered into with the COUNTY, if any, and as required by Health and Safety Code Part 1, Division 31, Chapter 6.
- c. SUBRECIPIENT agrees to demonstrate a commitment to racial equity and, per Health and Safety Code Part 1, Division 31, Chapter 6, the SUBRECIPIENT shall use data provided through HDIS to analyze racial disproportionality in homeless populations and, in partnership with County and Council, establish clear metrics and performance monitoring for achieving equity in provision of services and outcomes for Black, Native, and Indigenous,

Latinx, Asian, Pacific Islanders and other People of Color who are disproportionately impacted by homelessness and COVID-19.

3. Retention

- a. 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 provided under this Agreement are expended and the final payment for reimbursement of eligible expenses has been paid by COUNTY. Notwithstanding the above, if there is any litigation, claim, demand, audit, negotiation, dispute, or other action that involve any of the records and that has started before the expiration of the required retention period, then such records must be retained until completion of the action and final resolution of all issues, or the expiration of the required retention period, whichever occurs later.
- b. SUBRECIPIENT agrees that COUNTY, and COUNTY's designees, shall have the right to review, obtain, and copy all records and supporting documentation pertaining to the performance of this Agreement. The SUBRECIPIENT agrees to provide the COUNTY, or COUNTY's designees, with any relevant information requested. The SUBRECIPIENT agrees to permit COUNTY, CSD, or their respective designees access to SUBRECIPIENT's premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other materials that may be relevant to a matter under investigation for the purpose of determining compliance with the Chapter 6 (commencing with Section 50216) of Part 1 of Division 31 of the Health and Safety Code; Health and Safety Code Section 50219, subdivision (c)(1) – (8); all other Applicable Laws, and HHAP Program guidance documents.

4. Ownership of Documents

Each and every report, draft, map, record, plan, document, and other writing (hereinafter "Documents") produced, prepared, or caused to be produced or prepared by or on behalf of SUBRECIPIENT, or any of its officers, employees, agents, representatives, contractors, or subcontractors, 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 Documents 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

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 law, unless there is an applicable exception.

6. Audits and Inspections

All SUBRECIPIENT records with respect to any matters covered by this Agreement shall be made available to the COUNTY, State, and Federal governments 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 and the auditing entity. SUBRECIPIENT hereby agrees to have an annual Program-specific audit conducted by a certified public accounting firm with respect to the PROJECT in accordance with Applicable Laws, including, but not limited to, Chapter 6 (commencing with Section 50216) of Part 1 of Division 31 of the Health and Safety Code, HHAP Program guidance, the Standard Agreement between the State and COUNTY including all Exhibits, Attachments, and Appendices thereto, and 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 all audits and reviews, whether by COUNTY, the State, or Federal government, 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 all other related costs directly to COUNTY or as otherwise specified by COUNTY in the notification.

7. Access to Records

SUBRECIPIENT shall furnish and cause each of its own contractors and subcontractors 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 HHAP Program.

**C. Reports**

SUBRECIPIENT shall provide COUNTY with a HHAP Quarterly Status Report, in the form attached hereto as Exhibit D, on or before the twentieth day of each July, October, January, and April during the Term, setting forth SUBRECIPIENT's activities and Services provided during the immediately preceding quarter. 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.

**8. PERSONNEL AND PARTICIPANT CONDITIONS**

**A. Civil Rights**

1. Nondiscrimination

During the performance of this Agreement, SUBRECIPIENT and its subcontractors 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 subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 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 Commission 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 subcontractors shall give written notice of this 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. Employment Restrictions**

### **1. Prohibited Activity**

SUBRECIPIENT is prohibited from using HHAP funds provided herein or personnel employed in the performance of the activities set out in the Scope of Services under this Agreement for political activities; inherently 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.

## **C. Conduct**

### **1. Assignability**

SUBRECIPIENT shall not assign, delegate, or otherwise transfer, 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 voidable and without legal effect in the sole discretion of County, and shall constitute grounds for immediate 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, provided that SUBRECIPIENT promptly provides to COUNTY written notice of such assignment or transfer.

### **2. Contracts and Subcontracts**

#### **a. Approvals**

SUBRECIPIENT shall not enter into any contracts or subcontracts with any agency or individual to perform Services under this Agreement, in whole or in part, without the prior written consent of COUNTY. No Contractor or subcontractor is eligible to receive HHAP funds unless licensed and in good standing in the State of California, and not listed on the Federal Consolidated List of Debarred, Suspended and Ineligible Contractors.

#### **b. Monitoring**

SUBRECIPIENT shall monitor all contracted and subcontracted Services on a regular basis to assure compliance with this Agreement. SUBRECIPIENT shall summarize the results of such monitoring efforts in written reports supported with documented evidence of follow-up actions taken to correct areas of noncompliance. SUBRECIPIENT shall retain all such written reports and submit such reports SUBRECIPIENT to COUNTY 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 ("Contract") or subcontract ("Subcontract") relating to Services.

d. Selection Process

SUBRECIPIENT shall undertake to ensure that all Contracts and Subcontracts shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. SUBCONTRACTOR shall provide to COUNTY a copy of each executed copies of Contract and Subcontract, along with documentation evidencing the selection process.

e. Insurance

SUBRECIPIENT shall undertake to ensure that each Contract and Subcontract complies with minimum State Worker's Compensation insurance requirements and all insurance and indemnification provisions set forth in the Standard Indemnification and Insurance Provisions set forth in Exhibit E.

3. Conflicts of Interest

SUBRECIPIENT shall abide by and keep records evidencing compliance with the organizational and individual conflicts of interest provisions of State and federal laws, including, but not limited to, Health and Safety Code, Part 1, Division 31, Chapter 6, and the following:

- a. All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, shall result in this Agreement being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code, sections 10410 and 10411, for State conflict of interest requirements.
- b. Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State Employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
- c. Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the

same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.

- d. Employees of the SUBRECIPIENT shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act of 1974, Government Code section 81000 et seq.
- e. The provision of any type or amount of State HHAP assistance may not be conditioned on an individual or family's acceptance or occupancy of emergency shelter or housing owned by SUBRECIPIENT, or a parent or subsidiary of SUBRECIPIENT. SUBRECIPIENT may not, with respect to individuals or families occupying housing owned by SUBRECIPIENT, or any parent or subsidiary of SUBRECIPIENT, carry out the initial evaluation required under Chapter 6 (commencing with section 50216) of Part 1 of Division 31 of the Health and Safety Code; Health and Safety Code section 50219, subdivision (c)(1) – (8); and, any other applicable laws.
- f. 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 state funds.
- g. No employee, officer, agent or consultant of SUBRECIPIENT shall participate in the selection, or in the award, or administration of, a contract supported by HHAP funds if a conflict of interest, real or apparent, would be involved.
- h. No covered persons who exercise or have exercised any functions or responsibilities with respect to State HHAP 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 State HHAP-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 State HHAP-funded activity, or with respect to the proceeds derived from the State HHAP-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 STATE, COUNTY, SUBRECIPIENT, or any designated public agency.

SUBRECIPIENT must promptly disclose to the COUNTY, in writing, any potential conflict 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 HUD reserve the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, such materials, works or inventions for governmental purposes.

COUNTY shall be the owner of the following items in connection with this Agreement upon production, 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 ("COUNTY Data"). SUBRECIPIENT shall not release or distribute to any third party any COUNTY Data except after prior written approval of COUNTY in each instance.

No materials produced in whole or in part in connection with this Agreement shall be subject to copyright in the United States or in any other country except as determined by County in the COUNTY's sole discretion. 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 in connection with this Agreement.

5. Conditions for Religious Organizations

If SUBRECIPIENT represents that it is, or may be deemed to be, a religious or denominational institution or organization or an organization operated for religious purposes which is supervised or controlled by or in connection with a religious or denominational institution or organization, SUBRECIPIENT agrees that:

- a. It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion; and
- b. It will not discriminate against any person applying for services under this Agreement on the basis of religion and will not limit services under this Agreement or give preference to persons on the basis of religion; and
- c. It will provide no religious instruction or counseling, conduct no religious worship or religious services, engage in no religious proselytizing, and exert no other religious influence in the provision of services under this Agreement.

6. Drug-Free Workplace

Certification of Compliance: By signing this Agreement, SUBRECIPIENT and its subcontractors, hereby certify, under penalty of perjury under the laws of the State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355, subdivision (a)(1).
- b. Establish a Drug-Free Awareness Program, as required by Government Code section 8355, subdivision (a)(2), to inform employees, contractors, or subcontractors about all of the following:
  1. The dangers of drug abuse in the workplace;
  2. SUBRECIPIENT'S policy of maintaining a drug-free workplace;
  3. Any available counseling, rehabilitation, and employee assistance programs; and
  4. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.

- c. Provide, as required by Government Code section 8355, subdivision (a)(3), that every employee and/or subcontractor who works under this Agreement:
  - 1. Will receive a copy of SUBRECIPIENT'S drug-free policy statement, and
  - 2. Will agree to abide by terms of SUBRECIPIENT'S condition of employment of subcontract.

7. Child Support Compliance Act

For any SUBRECIPIENT Agreement in excess of \$100,000, the SUBRECIPIENT acknowledges in accordance with Public Contract Code 7110, that:

- a. The SUBRECIPIENT recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited, to disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The SUBRECIPIENT, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

9. **ENVIRONMENTAL CONDITIONS**

**California Environmental Quality Act**

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 PROJECT. The obligation of funds and incurring of costs hereunder is hereby conditioned upon compliance with CEQA and completion by the State of all applicable review and approval requirements.

10. **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.

11. **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.

12. **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.

13. **ENTIRE AGREEMENT**

This Agreement, including all Exhibits hereto, constitutes the entire agreement between the COUNTY and the SUBRECIPIENT with respect to the subject matter hereof and 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.

**14. 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.

**15. TIME IS OF THE ESSENCE**

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

**16. 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.

**17. CALIFORNIA LAW; VENUE**

This Agreement shall be governed by the laws of the State of California, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute, are and shall be governed by, and construed in accordance with, the laws of the State of California, United States of America (including its statutes of limitations and Cal. Civ. Code § 1646.5), without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those 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.

**18. EXECUTION OF COUNTERPARTS**

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the Parties shall preserve undestroyed, shall together constitute one and the same instrument.

**19. AUTHORITY**

Each of the Parties warrants and represents that such Party has the power and authority to enter into this Agreement, and that each of the signatories for such Party is authorized to enter into this Agreement on behalf of such Party in the names, titles and capacities set forth below, and that all formal requirements necessary or required by any state and/or federal law in order to legally 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.

**20. PRECEDENCE**

In the event of conflict between the provisions contained in the numbered Sections 1 through 17 of this Agreement and the provisions contained in the Exhibits hereto, the provisions of the numbered Sections 1 through 17 of this Agreement shall prevail over those in the Exhibits.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the first date duly executed by all of the Parties.

ATTEST:  
MONA MIYASATO  
CLERK OF THE BOARD

“COUNTY”  
COUNTY OF SANTA BARBARA:

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


By: \_\_\_\_\_  
Das Williams, Chair  
Board of Supervisors

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

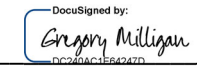
By:  \_\_\_\_\_  
Auditor-Controller

By:  \_\_\_\_\_  
George Chapjian  
Community Services Director

APPROVED AS TO FORM:  
RACHEL VAN MULLEM  
COUNTY COUNSEL

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

APPROVED AS TO FORM:  
GREG MILLIGAN  
RISK MANAGEMENT

By:  \_\_\_\_\_  
Risk Manager

“SUBRECIPIENT”

PATH

DocuSigned by:  
*Jennifer Hark-Dietz*  
By: 8D9C8C42CC784A4...

\_\_\_\_\_  
Jennifer Hark Dietz, Chief Executive Officer

## EXHIBIT A

**Scope of Services**

State of California Homeless Housing, Assistance and Prevention (HHAP) Round IV

<b>Project Title:</b>	PATH Santa Barbara Interim Housing Enhancement
<b>Agreement Amount:</b>	\$ 638,581
<b>Time of Performance:</b>	October 1, 2023 – September 30, 2025

**A. INTRODUCTION**

This Scope of Services is attached to and incorporated into the Subrecipient Agreement (“Agreement”) between the County of Santa Barbara (“COUNTY”) and PATH (“SUBRECIPIENT”) as referenced in the Agreement. The purpose of this Scope of Services is to further describe the project requirements referenced in Section 1 of the Agreement.

**B. PROJECT DESCRIPTION****1. Purpose**

The PATH Interim Housing Enhancement Shelter Program shall:

- Add a case manager to SUBRECIPIENT’s current interim housing team to help provide case management services for clients in South County; and
- Provide basic needs including food and hygiene resources as well as case management and supportive services to build stability and wellness on site for unhoused adults from any area of the County; and
- Integrate the new case manager into the current team to undertake a caseload to assist clients in securing permanent homes; and
- Use SMART (i.e., Specific, Measurable, Achievable, Reasonable/Relevant, and Time-limited), strengths-based goals to develop a client-driven Individualized Service Plan (ISP); and
- Have the case manager work with the client to identify potential housing barriers such as health, income, substance use, or other obstacles; help remove barriers through supportive service connections; and support development of internal and external resources to promote stability. Each client’s ISP will serve as a guide for their progress in the program. The case manager and client will meet at least weekly to track progress against goals and adjust services as needed to prepare the client for stable lives in permanent homes; and
- Not require individuals and families assisted with these funds to receive treatment or perform any other prerequisite activities as a condition for receiving shelter, housing or other services for which these funds are used; and
- Not use funds to supplant services in any way, and funds must be an expansion of services.

**2. Services**

a. General

Services shall be provided by SUBRECIPIENT under the supervision of the Executive Director who shall ensure that the background and qualifications of SUBRECIPIENT’s staff providing services are appropriate for the persons being served under this project and meet the minimum standards established by pertinent licensing bodies if applicable.

SUBRECIPIENT shall be responsible for providing Services in a manner satisfactory to COUNTY and consistent with any standards required as a condition of receiving HHAP funds. All Services must be compliant with state law, including, but not limited to, Chapter 6 (commencing with Section 50216) of Part 1 of Division 31 of the Health and Safety Code. As State law does not contain specifics on eligible costs for rapid-rehousing services, COUNTY has elected to use standards described in federal Emergency Solutions Grant regulations, 24 CFR 576, as guidelines for eligible costs. If an activity is not described as an eligible expense, but assists households experiencing homelessness obtain and maintain permanent housing and is compliant with California’s Housing First Policy, SUBRECIPIENT must obtain express written consent from County HCD prior to use of program funds for that activity. In addition, all State-funded HHAP activities shall operate in a manner consistent with the requirements of Welfare and Institutions Code Division 8, Chapter 6.5 (commencing with Section 8255), also referred to as “Core Components of Housing First”, including, but not limited to, use of a homelessness coordinated entry system, housing first practices, and progressive engagement practices.

b. State Regulatory Information

Component Type	State Regulation
Interim Housing	Chapter 6 (commencing with Section 50216) of Part 1 of Division 31 of the Health and Safety Code.

3. **Levels of Accomplishment**

**\*SUBRECIPIENT shall be responsible for additional or refined measures according to State reporting guidance not yet released. \***

a. Performance Measures

SUBRECIPIENT shall accomplish the following performance measures during the term of the Agreement:

Performance Metric	Current Performance Past 12 (months)	Projected Accomplishments Year 1	Projected Accomplishments Year 2
Increase in number of persons served by shelter (reducing unsheltered)	NA	275	275
Reduction in Length of time enrolled	90	60	60
Length of time at shelter before permanent	366-730 days	180 days	180 days

housing (goal to reduce) placement			
number of homeless persons entering permanent housing (placed into units)	19	30	30
Proposed number of homeless persons entering permanent housing (placed into units) due to interim housing enhancement	NA	30	30
% of individuals successfully placed in permanent housing	17%	30%	30%
% of households successfully placed in permanent housing	17%	30%	30%
% of adult participants will obtain cash income	2%	10%	10%
% of adult participants will obtain non-cash benefits	2%	10%	10%
% of project participants entering permanent housing that will retain permanent housing at 1 year	80%	95%	95%

### C. DATA COLLECTION AND REPORTING

#### 1. General

Data collection must be completed in accordance with the HHAP Notice of Funding Availability issued September 30, 2025 and, in a manner, consistent with federal law, to the statewide Homeless Management Information System (known as the Homeless Data Integration System or “HDIS”), in accordance with Chapter 6 of Part 1 of Division 31 of the Health and Safety Code and in sufficient detail to determine the project’s progress in meeting the goals and performance measures as set forth in Section B.3.

#### 2. Report Schedule

Status Reports are due according to the following schedule:

<u>Q Start Date</u>	<u>Q End Date</u>	<u>Report Due Date</u>
October 1, 2023	December 31, 2023	January 20, 2024
January 1, 2024	March 31, 2024	April 20, 2024
April 1, 2024	June 30, 2024	July 20, 2024
July 1, 2024	September 30, 2024	October 20, 2024
October 1, 2024	December 31, 2024	January 20, 2025

January 1, 2025	March 31, 2025	April 20, 2025
April 1, 2025	June 30, 2025	July 20, 2025
July 1, 2025	September 30, 2025	October 20, 2025

Disbursement of funds is contingent upon receipt of Status Reports.

### 3. Report Content

Status Reports must contain the following:

- a. Annual Performance Report (APR) generated from the Santa Barbara County Homeless Management Information System (HMIS); or for domestic violence programs, comparable reports from a database comparable to HMIS;
- b. Data on goals and permanent measures as set forth in Section B.3;
- c. Data on funding received for the project from all sources; and
- d. Signature of SUBRECIPIENT's Executive Director or his or her designee attesting to the accuracy of the information submitted.

See Exhibit D for a Status Report sample.



# EXHIBIT B

## Budget and Payment Procedures

<b>Project Title:</b>	PATH Santa Barbara Interim Housing Enhancement
<b>Agreement Amount:</b>	\$ 638,581
<b>Time of Performance:</b>	October 1, 2023 – September 30, 2025

### A. INTRODUCTION

This Budget and Payment Procedures is attached to and incorporated into the Subrecipient Agreement between the County of Santa Barbara (“COUNTY”) and PATH (“SUBRECIPIENT”) as referenced in the Agreement. The purpose of this Budget and Payment Procedures is to further describe the requirements referenced in Sections I.C., II., III., and IV. of the Agreement. As State law does not contain specifics on eligible costs for rapid-rehousing services, COUNTY has elected to use standards described in federal Emergency Solutions Grant regulations, 24 CFR 576, as guidelines for eligible costs. If an activity is not described as an eligible expense, but assists households experiencing homelessness obtain and maintain permanent housing and is compliant with California’s Housing First Policy, SUBRECIPIENT must obtain express written consent from County HCD prior to use of program funds for that activity.

### B. BUDGET

Exhibit B – Attachment 1 represents the proposed Project Expenditure Budget, detailing lines items to be reimbursed by State HHAP funds.

Changes to Revenue or Expenditure line items to be used for eligible HHAP expenditures require an approved Budget Amendment, as does the addition or deletion of Revenue or Expenditure line items to be used for eligible HHAP expenditures. The overall amount of HHAP funds is not to be changed.

### C. PAYMENT REQUESTS

Payment requests must include the following:

1. Expenditure Summary and Payment Request (ESPR) form, a sample of which is found on [Exhibit C](#), containing an itemized list of expenditures for which reimbursement is requested from State HHAP. 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





# Exhibit D

**Instructions:** Submit this status report to Roc Lowry, Housing Program Specialist by email to [roclowry@countyofsb.org](mailto:roclowry@countyofsb.org).

<input type="checkbox"/> <b>Quarter 1</b> 10/1/2023-12/31/2023	<input type="checkbox"/> <b>Quarter 2</b> 1/1/20234-3/31/2024	<input type="checkbox"/> <b>Quarter 3</b> 4/1/2024-6/30/2024	<input type="checkbox"/> <b>Quarter 4</b> 7/1/2024-9/30/2024
<input type="checkbox"/> <b>Quarter 5</b> 10/1/2024-12/31/2024	<input type="checkbox"/> <b>Quarter 6</b> 1/1/2025-3/31/2025	<input type="checkbox"/> <b>Quarter 7</b> 4/1/2025-6/30/2025	<input type="checkbox"/> <b>Quarter 8</b> 7/1/2025-9/30/2025

<b>Agency</b> <u>PATH</u>	<b>Contact Person</b> <u>Jonathan Castillo</u>
<b>Project</b> <u>HHAP-4 Interim Housing</u>	<b>Phone Number</b> <u>(858) 289-9268</u>
<b>Contract #</b> _____	<b>Email Address</b> <u>grants@epath.org</u>

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

**Performance Measures - Overall**

	Goal	Quarter			Program-to-Date		
		Universe (#)	# Meeting Target	% Meeting Target	Universe (#)	# Meeting Target	% Meeting Target
Increase in number of persons served by shelter (reducing unsheltered)	325						
Length of time enrolled	180 days						
Length of time, average, at shelter before permanent housing (goal to reduce) placement	90 days						
Proposed number of homeless persons entering permanent housing (placed into units) due to interim housing enhancement	60						
% of individuals successfully placed in permanent housing	30%						
% of households successfully placed in permanent housing	30%						
% of adult participants will obtain cash income	10%						

% of adult participants will obtain non-cash benefits	10%						
% of project participants entering permanent housing that will retain permanent housing at 1 year	95%						

**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.

### 3. Race & Ethnicity Data

	Quarter	Program-to-Date
	Total	Total
<b>RACE</b>		
White		
Black/African American		
Asian		
American Indian/Alaskan Native		
Native Hawaiian/Other Pacific Islander		
American Indian/Alaskan Native & White		
Asian & White		
Black/African American & White		
American Indian/Alaskan Native & Black/African American		
Other multi-racial		
<b>Totals in RACE</b>		
<b>ETHNICITY1</b>		
Hispanic or Latino2		
Not Hispanic or Latino		
<b>Totals in ETHNICITY</b>		

### 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	\$
<b>Total</b>	<b>\$</b>

#### Other Funds

	Amount
Other Federal Funds	\$
State Funds (including HHAP)	\$
Local Funds	\$
Private Funds	\$
Other Funds ( <i>Specify fund source below</i> )	
	\$
	\$

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.

<b>Total</b>	<b>\$</b>
--------------	-----------

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: \_\_\_\_\_

## 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

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 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.

## **EXHIBIT F**

### **State Terms and Conditions**

This Project is being assisted by the State of California. The following State provisions must be included in all contracts pursuant to the provisions applicable to such State assistance.

Please note that in the event of a conflict between the State laws and regulations and the federal laws and regulations, **federal laws and regulations will prevail.**

#### **1. Commencement of Work and Completion Dates**

- A. SUBRECIPIENT agrees that the Project shall not commence, nor shall any costs to be paid with Homeless Housing, Assistance and Prevention (HHAP) Program (hereafter the 'Program') 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 Services set forth in 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 special conditions of this Agreement; Federal statutes; Federal regulations; State laws and regulations; 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 Congressional 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 funds are made available to the COUNTY by the STATE and/or United States Government for the purposes of this Program. 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 Congress 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.

**4. Contractors and Subcontractors**

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

- A. The Agreement between the COUNTY and SUBRECIPIENT shall require that any contractor or subcontractor must:
  - 1) Perform all services 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 contractors and subcontractors 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 Project 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 contractor or any subcontractor in performing the Project 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 contractor or subcontractor.

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 Designated Representative for review and approval.

6. **Inspections**

- A. SUBRECIPIENT shall inspect all services performed hereunder to ensure that the services are being and have been performed in accordance with the applicable Federal, State and/or local requirements, and this Agreement.
- B. The COUNTY and State reserves the right to inspect all services performed hereunder to ensure that the services are being and have 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 shall 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 independent 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 HHAP 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 Project based on the performance measures used by the HHAP program. In the event that project-level or system-wide performance consistently remains low, the COUNTY shall work collaboratively with the SUBRECIPIENT to develop performance improvement plans which shall be incorporated into this Agreement and other agreements required.
- D. If it is determined that a SUBRECIPIENT falsified any certification; application; or informational, financial, or contract report, the SUBRECIPIENT shall be required to reimburse to COUNTY the full amount of the funds provided by this Agreement, and may be prohibited from any further participation in the HHAP program.
- E. As requested by the COUNTY, the SUBRECIPIENT shall submit to the COUNTY all HHAP monitoring documentation necessary to ensure that SUBRECIPIENT is in continued compliance with State HHAP 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. The obligation of funds and incurring of costs is hereby conditioned upon compliance with CEQA, and completion by the COUNTY and the State of all applicable review and approval requirements.

**13. Eligible Activities**

- A. State HHAP funds awarded by the COUNTY shall be used for the eligible activities set forth in Exhibit A as permitted under State law.

**14. Core Practices**

All Program funded activities shall operate in a manner consistent with the Health and Safety Code, Division 31, Part 1, Chapter 6 (commencing with section 50216).

**15. Core Components of Housing First**

All HHAP funded activities shall operate in a manner consistent with the requirements of Welfare and Institutions Code, Division 8, Chapter 6.5, (commencing with Section 8255) referred to as "Core Components of Housing First", including but not limited to, use of a homelessness coordinated entry system, Housing First practices, and progressive engagement practices.

**16. Reporting and Recordkeeping**

- A. By October 20th of each year, SUBRECIPIENT shall submit a final Annual Performance Report to the COUNTY. In accordance with federal reporting requirements, the report shall include, but not be limited to, beneficiary data including performance measurements.
- B. No less than once per quarter, but not more often than monthly, SUBRECIPIENT shall provide COUNTY with a HHAP Program Quarterly Status Report, for which a sample is attached hereto as Exhibit D, on or before the twentieth day of October, January, April, and July, 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.
- C. SUBRECIPIENT shall manage and maintain all client data information using a Homeless Management Information System (HMIS). SUBRECIPIENT shall collect all program data elements using HMIS and comply with all reporting requirements.
- D. SUBRECIPIENT shall maintain all fiscal and program records pertaining to the Agreement for a period of five (5) years from the date of expiration of the Agreement.
- E. SUBRECIPIENT shall submit required reports on forms approved by COUNTY.