

SUBRECIPIENT AGREEMENT
BETWEEN
COUNTY OF SANTA BARBARA
AND
Good Samaritan Shelter

Housing Disability and Advocacy Program (HDAP) Project
Outreach, Case Management, Housing Assistance and Disability Benefits Advocacy (not including Legal Services)

HOME American Rescue Plan (“HOME-ARP”) Program

THIS SUBRECIPIENT AGREEMENT (“Agreement”) is made and entered into by and between the County of Santa Barbara (“COUNTY”), a political subdivision of the State of California, and **Good Samaritan Shelter** (“SUBRECIPIENT”), a California nonprofit public benefit corporation, whose address is 400 W. Park Avenue, Santa Maria, California, 93456.

WITNESSETH THAT:

WHEREAS, On March 11, 2021, the American Rescue Plan (“ARP”) Act of 2021 (P.L. 117-2) (“HOME-ARP”) was signed into law, which, to address the need for homelessness assistance and supportive services, appropriated ARP funds to be administered through HOME Investment Partnership (“HOME”) consortia participating in the HOME American Rescue Plan (“HOME-ARP”) program to perform four activities that must primarily benefit qualifying individuals and families who are homeless, at risk of homelessness, or in other vulnerable populations: (1) development and support of affordable housing, (2) tenant-based rental assistance (“TBRA”), (3) provision of supportive services, and (4) acquisition and development of non-congregate shelter units; and

WHEREAS, the COUNTY is the lead entity of the Santa Barbara County HOME Consortium, which includes the Cities of Carpinteria, Goleta, Buellton, Solvang, Lompoc, Santa Maria, and Santa Barbara; and

WHEREAS, as the lead entity for the Santa Barbara County HOME Consortium, the COUNTY receives HOME-ARP funds from the United States Department of Housing and Urban Development (“HUD”) under Title II of the Cranston-Gonzalez National Affordable Housing Act (42 U.S.C., §§ 12701 et seq.), as amended and updated; and

WHEREAS, on January 11, 2022, the COUNTY approved the HOME Consortium Allocation Plan and Action Plan Substantial Amendment, which included the use of HOME-ARP funds for Homeless Supportive Services to assist HOME-ARP Qualifying Populations with Case Management, Employment Assistance and Job Training, Housing Search and Counseling Services, and Financial Assistance; and

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

WHEREAS, the County of Santa Barbara’s Community Service Department, Housing and Community Development Division administers the local HDAP project, including implementation, oversight of a review process to select a provider(s), contracting, project development, invoicing, monitoring, and fulfillment of all HDAP requirements; and

WHEREAS, following allocations of \$1.5 million in both FY 2021-22 and FY2022-23, the allocation of HDAP for Santa Barbara County has been reduced to \$243,546 for FY 2023-24; and

WHEREAS, on April 23rd, 2024, a HOME Consortium Review and Rank Panel comprised of individuals from units of local government within the Home Consortium Participating Jurisdictions finalized recommendations to provide for HOME-ARP funding to the HDAP project provider agencies through a new SUBRECIPIENT Agreement with a scope of work and performance measures aligned to prior HDAP agreements through at least June 30, 2025; and

WHEREAS, this Agreement outlines specifications from the State of California Housing Disability Advocacy (HDAP) Program; and

WHEREAS, SUBRECIPIENT represents that it is specially trained, skilled, experienced, and competent to perform the services required by COUNTY, and COUNTY desires to retain the services of SUBRECIPIENT pursuant to the terms, covenants, and conditions herein set forth; and

WHEREAS, SUBRECIPIENT agrees, and has the organizational capacity, to meet reporting and compliance responsibilities relating to HOME-ARP, HOME-ARP, and SLFRF as defined by guidance and policy set forth by the U.S. Department of the Treasury; and

WHEREAS, this Agreement is intended to fulfill the requirement set forth at 24 CFR 92.504 and 24 CFR 92.101(d) that a written agreement be executed between HOME subrecipients and HOME participating jurisdictions for the use of HOME-ARP funds; and

WHEREAS, Good Samaritan Shelter is a SUBRECIPIENT, and its Federal Award Identification Information is attached hereto and incorporated herein as Exhibit H.

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

I. SCOPE OF SERVICES

A. General

All services under this Agreement (“Services”) shall be provided in Santa Barbara County as described in the Scope of Services attached hereto and incorporated herein as Exhibit A (“Scope of Services”). All Services shall be provided under the supervision of SUBRECIPIENT’s Executive Director, who shall ensure that the background and qualifications of SUBRECIPIENT and SUBRECIPIENT’s staff providing Services meet the minimum standards established by pertinent licensing bodies, as applicable.

B. Services

1. Eligible Activities

SUBRECIPIENT shall request HOME-ARP funds only for reimbursement of SUBRECIPIENT’s expenditures during the Term which are eligible for reimbursement in accordance with 24 CFR 92.209 and the Scope of Services 2.a., Exhibit A of this Agreement.

2. Services to be Provided

SUBRECIPIENT shall be responsible for providing Disability Benefits Outreach, Case Management, and Housing Assistance in accordance with the Scope of Services as set forth in Exhibit A.

C. Staffing

Only the salary and benefits for the positions listed in the budget in Exhibit B as funded with HOME-ARP funds, if any, are eligible for reimbursement. All Services shall be performed by SUBRECIPIENT and its contractors and subcontractors approved by COUNTY and the State as applicable. SUBRECIPIENT represents that it possesses the professional and technical personnel required to perform the Services required by this Agreement. SUBRECIPIENT and its contractors and subcontractors shall perform all

Services in a professional manner commensurate with the reasonable and ordinary level of care provided by competent professionals performing similar or like work in the State of California.

All Services shall be performed by qualified and experienced personnel who are not employed by COUNTY or the State. SUBRECIPIENT represents and warrants that the Services to be performed will conform to the requirements of this Agreement; all applicable federal, state, and local laws; and the highest professional standards.

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, at their sole cost and expense, all licenses, permits, qualifications, insurance, and approvals of whatsoever nature that are legally required to practice their professions.

D. Levels of Accomplishment – Goals and Performance Measures

SUBRECIPIENT shall report performance data to COUNTY quarterly, in accordance with Sections VII.B.1, VII.B.2, and VII.C of this Agreement, regarding the goals and performance measures set forth in Exhibit A, and collected in the Homeless Management Information System.

E. Performance Monitoring

SUBRECIPIENT shall be responsible for providing all Services in a manner satisfactory to COUNTY. In addition, COUNTY shall review the performance of SUBRECIPIENT in accord with the applicable provisions of HOME-ARP and its related implementing regulations, guidance and rules. COUNTY may monitor the performance of SUBRECIPIENT against the goals and performance measures set forth in Section I.D of this Agreement and Exhibit A. SUBRECIPIENT’s failure to meet any of these goals and performance measures as determined by COUNTY in its sole discretion shall constitute a breach of this Agreement. If action to correct such breach is not taken by SUBRECIPIENT within seven (7) days after being notified by COUNTY, the County may suspend or terminate this Agreement in accordance with the procedures set forth in Section VI.F of this Agreement.

F. COUNTY Recognition

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

II. TERM

A. Time of Performance

The term of this Agreement shall begin on July 1, 2024 (“Operating Start Date” or “Effective Date”), and shall terminate on June 30, 2025, subject to annual appropriations and budget approval, unless earlier suspended or terminated in accordance with the provisions of this Agreement, or there are insufficient HOME-ARP funds available for any reason (“Term”). 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 June 30, 2025. Any Funds provided for hereunder that are not expended by June 30, 2025, shall no longer be available to the SUBRECIPIENT, and shall be returned to the COUNTY.

B. Close-outs

SUBRECIPIENT’s obligations to COUNTY shall not end until all close-out requirements are completed, including, but not limited to: receipt of final payments from COUNTY under this Agreement, disposing of Program assets (including the return of all unused materials, equipment, and accounts receivable to

COUNTY), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that SUBRECIPIENT has control over HOME-ARP funds, including Program income. All Program assets (unexpended Program income, property, equipment, etc.) shall revert to COUNTY upon termination of this Agreement.

III. **BUDGET**

The Budget for SUBRECIPIENT's Services, specifying HOME-ARP-funded categories, shall be as set forth in Exhibit B, attached hereto and incorporated herein by reference ("Budget"). COUNTY may require a more detailed Budget breakdown than the one contained herein, and SUBRECIPIENT shall provide such supplementary Budget information within one (1) week of COUNTY's request for same, and in the form and content requested by COUNTY. Any amendments to the budget shall require prior written approval by both COUNTY's Community Services Department Director, or designee and SUBRECIPIENT in accordance with Section VI.E.

SUBRECIPIENT represents that the Budget includes only allowable costs and an accurate analysis of costs acceptable under the federal HOME-ARP program guidelines and pursuant to 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and all subparts and appendices, as applicable. Budget line-items shall be in sufficient detail to provide a sound basis for COUNTY to effectively monitor SUBRECIPIENT's performance under this Agreement.

SUBRECIPIENT further agrees to utilize HOME-ARP funds available under this Agreement to supplement rather than supplant funds otherwise available.

IV. **PAYMENT**

It is expressly agreed and understood that the total amount to be paid by COUNTY under this Agreement shall not exceed **\$530,000** ("Funds"). Drawdowns of Funds for the payment of eligible expenses hereunder shall be made in accordance with the Budget categories specified in Exhibit B. No less than once per quarter, SUBRECIPIENT may request reimbursement hereunder for eligible expenditures. For each such reimbursement request, SUBRECIPIENT shall submit to County a completed Expenditure Summary and Payment Request ("ESPR"), together with proper support documentation for Services described in Sections I.A and I.B, and staff salaries and benefits described in Section I.C, and performance data required in Sections I.D, VII.B.1, VII.B.2, and VII.C of this Agreement. No costs shall be invoiced or billed except for expenditures authorized in the Budget as set forth in Exhibit B. SUBRECIPIENT shall set forth such itemized costs in sufficient detail to provide a sound basis for COUNTY to effectively monitor costs and expenditures under this Agreement. COUNTY shall review each SUBRECIPIENT reimbursement request and shall reimburse SUBRECIPIENT for allowable costs within thirty (30) days after receiving SUBRECIPIENT's complete and correct reimbursement request. COUNTY's payments of Funds to SUBRECIPIENT hereunder are contingent upon SUBRECIPIENT's certification of SUBRECIPIENT's financial management system in accordance with the standards specified in 2 CFR Part 200, and the Certification of Standards for Financial Management Systems attached hereto as Exhibit F and incorporated herein by reference.

V. **NOTICES**

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

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

COUNTY

Jesús Armas, Director
County of Santa Barbara
Community Services Department
123 E. Anapamu St., Second Floor
Santa Barbara, CA 93101
Office: (805)-568-2467
Fax: (805) 560-1091

SUBRECIPIENT

Sylvia Barnard, Executive Director
Good Samaritan Shelter
400 W. Park Ave.
Santa Maria, CA 93458
Phone: 805-346-8185
Fax: 866-653-0813

VI. GENERAL CONDITIONS

A. General Compliance

SUBRECIPIENT agrees to comply with the requirements of the Federal 2021 American Rescue Plan Act, U.S. Treasury Coronavirus State and Local Fiscal Recovery Funds Compliance and Reporting Guidance, and federal regulations, including, but not limited to, Title 2 of the Code of Federal Regulations (CFR) Part 200, entitled, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards". In addition, SUBRECIPIENT agrees to comply with the Coronavirus State and Local Fiscal Recovery Fund Required Terms attached hereto and incorporated herein as Exhibit E. SUBRECIPIENT also agrees to comply with grant agreements, assurances in applications, notices of award, and all other applicable federal, State, and local laws, regulations, ordinances, orders, rules, guidelines, directives, circulars, bulletins, notices, and policies governing the Funds provided under this Agreement (collectively, "Applicable Law"). 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 be responsible for providing the Services in a manner consistent with all federal and State requirements and standards required as a condition of receiving and expending HOME-ARP Funds provided under this Agreement.

1. SUBRECIPIENT agrees to comply with the requirements of HOME-ARP, regulations adopted by Treasury pursuant to HOME-ARP, and guidance issued by Treasury regarding the foregoing. SUBRECIPIENT also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and SUBRECIPIENT shall provide for such compliance by all other parties to agreements that SUBRECIPIENT enters into relating to this Agreement.
2. Federal regulations applicable to this Agreement include, without limitation, the following:
 - a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Agreement and subject to such exceptions as may be otherwise provided by Treasury, including, but not limited to:
 - i. 2 CFR 200.216 "Prohibition on certain telecommunications and video surveillance services or equipment"
 - ii. 2 CFR 200.322 "Domestic preferences for procurements"
 - iii. 2 CFR 200.323 "Procurement of recovered materials"
 - iv. Subpart F – Audit Requirements.
 - b. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25, is hereby incorporated by reference.

- c. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2.C.F.R. Part 170 is hereby incorporated by reference.
 - d. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirements for all covered transactions (Agreements and subrecipients described in 2 C.F.R. Part 180, subpart B) that any award of HOME-ARP funds is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - e. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in Appendix XII to 2 C.F.R. Part 200 is hereby incorporated by reference.
 - f. Governmentwide Requirements for Drug-Free Workplace (Financial Assistance), 31 C.F.R. Part 20.
 - g. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - h. Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970 (42 U.S.C. Sections 4601-4655) and implementing regulations.
 - i. Generally applicable federal environmental laws and regulations.
3. Statutes and regulations prohibiting discrimination applicable to this Agreement, include without limitation, the following:
- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. Sections 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin in programs or activities receiving federal financial assistance;
 - b. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. Sections 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), which prohibits discrimination on the basis of disability in any program or activity receiving federal financial assistance;
 - d. The Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - e. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. Sections 12131 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
4. In the event of SUBRECIPIENT's noncompliance with HOME-ARP, other Applicable Laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. Section 200.339. In the case of a violation of HOME-ARP regarding the use of Funds, previous payments of Funds shall be subject to recoupment as provided by HOME-ARP.

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 hereto. 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 its employees 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 G.

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 G.

E. Changes or Amendments

Any changes to this Agreement, unless otherwise noted, may only be made through a written amendment to this Agreement executed by 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 the amendment, nor relieve or release COUNTY or SUBRECIPIENT from its obligations under this Agreement that are not changed by the amendment. SUBRECIPIENT agrees to not unreasonably withhold its approval of any amendments proposed by COUNTY that are necessary in order to conform with federal, state, or local governmental laws, regulations, ordinances, orders, rules, directives, circulars, bulletins, notices, guidelines, policies and available funding amounts.

Any amendments to this Agreement must be approved and executed by the Chair of the Board of Supervisors, except COUNTY's Community Services Director or designee is authorized to approve and execute amendments on behalf of COUNTY to make any one or more of the following changes:

1. COUNTY's Director of Community Services may approve changes to the Budget attached hereto as Exhibit B. Such changes shall be limited to revisions to the amounts in each HOME-ARP-funded Budget line item not in excess of ten percent (10%); provided that all expenditures are eligible pursuant to 24 CFR 92.209 and the Scope of Services ("Eligible Costs", Exhibit A) and that the overall amount of the HOME-ARP funds or the total amount to be paid by COUNTY under this Agreement is not increased. In no event shall an amendment be made pursuant to this subsection VI.E.1 that will result in any change to the Scope of Services attached hereto as Exhibit A.
2. COUNTY's Director of Community Services or designee may execute amendments that extend the Term or the Award Time of Performance or both by up to a maximum of 12 months, subject to appropriations of funds. This Section shall not obligate the County to extend the length of the Term at SUBRECIPIENT's request or otherwise alter the County's rights to terminate this Agreement or reduce the award as set forth in Section VI.F. This authority may only be exercised if the extension is consistent with the terms of the HOME-ARP program and all related State AND Federal regulations, notices, and other direction.
3. COUNTY's Director of Community Services may approve administrative changes to the Agreement that are necessary in order to conform with federal, state, or local governmental laws,

regulations, ordinances, orders, rules, directives, circulars, bulletins, notices, guidelines, policies, and available funding amounts.

F. Suspension or Termination

In accordance with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, COUNTY may suspend or terminate this Agreement if SUBRECIPIENT materially fails to comply with the terms of federal or State regulations, including, but not limited to, grant agreements, assurances in applications, notices of award, or any terms of the Agreement, which include, but are not limited to, the following:

- Failure to comply with any of the laws, rules, regulations, ordinances, provisions, orders, guidelines, policies, circulars, bulletins, notices or directives referred to herein, or as may become applicable at any time;
- Failure, for any reason, of SUBRECIPIENT to fulfill its obligations under this Agreement;
- Ineffective or improper use of HOME-ARP Funds provided under this Agreement; or
- Submittal of reports that are false or that are incorrect or incomplete in any material respect.

1. Termination by COUNTY

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

- a. **For Convenience.** In accordance with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, this Agreement may be terminated for convenience by COUNTY. This Agreement may also be terminated with the consent of SUBRECIPIENT
- b. **For Non-appropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state, or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the Term of this Agreement, then COUNTY shall 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. Upon termination of this Agreement under this provision, COUNTY shall have no obligation to make any payments hereunder.
- c. **For Cause.** Should SUBRECIPIENT default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, 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.

2. Termination by SUBRECIPIENT

In accordance with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 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 determines that the remaining portion

of the Agreement will not accomplish the purposes for which the Agreement was made, COUNTY may terminate the Agreement in its entirety.

3. 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 SUBRECIPIENT in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit SUBRECIPIENT to retain.
4. If the State or Federal government demands reimbursement from COUNTY for COUNTY's payments to SUBRECIPIENT due to SUBRECIPIENT's failure to comply with the terms of the State's award to COUNTY, including, but not limited to, grant agreements, assurances in applications, notices of award, any applicable term of this Agreement, or any law, regulation, ordinance, order, rule, directive, circular, bulletin, notice, guideline, or policy referred to herein, or as may become applicable at any time, SUBRECIPIENT shall fully and completely reimburse COUNTY in the total amount of such disallowed payments.

G. Enforcement of HOME-ARP Requirements

SUBRECIPIENT acknowledges that the Federal government will review the performance of SUBRECIPIENT in carrying out its responsibilities as the recipient of HOME-ARP funds pursuant to Federal law. COUNTY must take actions as prescribed if COUNTY determines that SUBRECIPIENT is not complying with the HOME-ARP Program requirements or this Agreement.

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards
SUBRECIPIENT agrees to comply with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
2. Cost Principles
SUBRECIPIENT shall administer the Services and its program in conformance with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.
3. Indirect Costs
SUBRECIPIENT may charge an indirect cost allocation to its award of Funds under this Agreement. SUBRECIPIENT has a negotiated indirect cost rate of 13.4% with the Federal Government.
4. Procurement
SUBRECIPIENT shall comply with the procurement requirements in 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and County Code Chapter 2, Article VI concerning the purchase of services, materials, property, supplies, or equipment and concerning the required maintenance of inventory and records for all services, equipment, and supplies procured with Funds provided herein.

5. Travel

SUBRECIPIENT shall obtain written approval from COUNTY for the use of any Funds provided under this Agreement for the reimbursement of any costs incurred for travel outside the County of Santa Barbara.

6. Administrative Requirements

SUBRECIPIENT shall comply with all applicable uniform administrative requirements set forth in 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, with its subparts and appendices. HOME-ARP funds received by SUBRECIPIENT from COUNTY pursuant to this Agreement shall be maintained in an account in a banking or savings and loan institution separate and apart from any other funds of SUBRECIPIENT or of any principal, director, officer, or member of SUBRECIPIENT.

B. Documentation and Record Keeping

1. Records to Be Maintained

SUBRECIPIENT agrees to comply with all reporting obligations established by Treasury, as they relate to this Agreement. SUBRECIPIENT must complete financial, performance, and compliance reporting as required and outlined in Part 2 of the SLFRF Compliance and Reporting Guidance (“Guidance”), including number of households served. Expenditures may be reported on a cash or accrual basis, as long as the methodology is disclosed and consistently applied. Reporting must be consistent with the definitions pursuant to 2 CFR section 200.1. SUBRECIPIENT must appropriately maintain accounting records for compiling and reporting accurate, compliant financial data in accordance with appropriate accounting standards and principles. In addition, where appropriate, SUBRECIPIENT must establish controls to ensure completion and timely submission of all mandatory and compliance reporting. See Part 2 of the Guidance for a full overview of SUBRECIPIENT’s reporting responsibilities.

SUBRECIPIENT agrees to maintain accounting books and records in accordance with Generally Accepted Government Auditing Standards (“GAGAS”). SUBRECIPIENT further agrees that the Federal government and its designated representatives have the right to review and copy any records and supporting documentation pertaining to the performance of this Agreement. Such records shall include, but not be limited to:

- a. Records establishing that SUBRECIPIENT followed written intake procedures to verify “homeless” status of project participants as defined in 24 C.F.R. Section 578.3;
- b. Records providing a full description of each activity undertaken and the number of instances of service (all services must be documented);
- c. Records required to determine the eligibility of activities;
- d. Records supporting disbursements of HOME-ARP funds for the performance of eligible activities;
- e. Financial records as required by 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; and
- f. Other records necessary to document compliance with applicable requirements.

2. Client Data

- a. SUBRECIPIENT shall collect and maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, homeless status, or other basis for determining eligibility, and descriptions of services provided.
- b. SUBRECIPIENT shall participate in HMIS in accord with 24 CFR Section 576.400(f).

3. Maintenance of and Access to Records

- a. SUBRECIPIENT shall maintain records and financial documents sufficient to evidence compliance with HOME-ARP, Treasury's regulations implementing HOME-ARP, and guidance regarding the eligible uses of funds.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of SUBRECIPIENT in order to conduct audits or other investigations.
- c. Records shall be maintained by SUBRECIPIENT for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
- d. Notwithstanding the above, if there is litigation, claims, demands, audits, negotiations, disputes, or other actions that involve any of the records and that have started before the expiration of the required retention period, then such records must be retained until completion of the actions and final resolution of all issues, or the expiration of the required retention period, whichever occurs later.

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 SUBRECIPIENT, its officers, employees, agents, representatives, and contractors, in the course of performing this Agreement, shall be and become the exclusive property of COUNTY, and COUNTY shall have the sole right to use such materials in its sole discretion without further compensation to SUBRECIPIENT or any other party. SUBRECIPIENT shall, at SUBRECIPIENT's own expense, provide such Documents to COUNTY upon COUNTY'S written request.

5. Disclosure

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

6. Audits and Inspections

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 Federal entity, if required. SUBRECIPIENT hereby agrees to have an annual program-specific audit conducted by a certified public accounting firm in accordance with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and current COUNTY policy and requirements concerning audits.

As 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 the 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 any other related costs directly to COUNTY as specified by COUNTY in the notification.

SUBRECIPIENT agrees to maintain all records required by or pertinent to this Agreement for possible audit by the State or the Federal government and their designated representatives for the greater of five (5) years or ten (10) years as specified in Section VII.B.3 of this Agreement.

7. Access to Records

SUBRECIPIENT shall furnish and cause each of its own contractors to furnish all information and reports required hereunder and will permit access to books, records, and accounts by COUNTY, State, Federal 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 HOME-ARP Program.

C. Reports

SUBRECIPIENT shall provide COUNTY with HOME-ARP Status Reports and Financial/Invoice Reports due according to the schedule attached hereto as Exhibit C and Exhibit D. Furthermore, should the Federal or State government require additional reports, SUBRECIPIENT shall submit such reports in a timely fashion in a manner and format approved by the COUNTY, State, and Federal government.

VIII. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

1. Nondiscrimination

During the performance of this Agreement, SUBRECIPIENT and its subcontractors shall not 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 California Fair Employment and Housing Act (Government Code sections 12900 et seq.), including, but not limited to, Government Code section 12990 (a-f), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2 section 12005 et seq.). The applicable regulations of the Fair Employment and Housing Council implementing Government Code section 12900 set forth in Subchapter 7 of Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. SUBRECIPIENT and its subcontractors shall give written notice of these obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. In addition, COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the Ordinance were specifically set out herein, and SUBRECIPIENT agrees to comply with said Ordinance.

B. Employment Restrictions

1. 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 or transfer this Agreement, or any interest, right, or obligation hereunder, without the prior written consent of COUNTY thereto, and any attempt to so assign or so transfer without such consent shall be voidable and without legal effect at 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, however, that SUBRECIPIENT shall provide to COUNTY written notice of each such assignment or transfer within three (3) days of any such assignment or transfer.

2. Contracts and Subcontracts

a. Approvals

SUBRECIPIENT shall not enter into any contracts or subcontracts with any agency, entity, or individual to perform Services under this Agreement, in whole or in part, without the prior written consent of COUNTY in each instance. A contractor or subcontractor is not eligible to receive HOME-ARP Funds hereunder if such contractor or subcontractor (i) is not licensed and in good standing in the State of California, or (ii) is 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. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance. SUBRECIPIENT shall retain all written reports and submit such reports upon COUNTY's request.

c. Content

SUBRECIPIENT shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of each contract and subcontract executed by a contractor or subcontractor of SUBRECIPIENT in connection with the performance of Services.

d. Selection Process

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

e. Insurance

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

3. Conflicts of Interest

SUBRECIPIENT agrees to abide by and keep records to show compliance with the organizational and individual conflicts of interest provisions of 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and State conflict of interest laws and guidelines, which include, but are not limited to, 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 sections 1090 et seq. 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, applicable conflict of interest provisions of the California Political Reform Act, Government Code sections 87100 et seq.
- e. The provision of any type or amount of HOME-ARP 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 HOME-ARP guidelines 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 federal funds.
- g. No employee, officer, agent, or consultant of SUBRECIPIENT shall participate in the selection, award, or administration of a contract supported by HOME-ARP 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 HOME-ARP-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 HOME-ARP-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 HOME-ARP-funded activity, or with respect to the proceeds derived from the HOME-ARP-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 the State or Federal government, COUNTY, SUBRECIPIENT, or any designated public agency.

SUBRECIPIENT must promptly disclose to the COUNTY, in writing, any potential conflict of interest.

4. Lobbying

SUBRECIPIENT hereby certifies that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; and
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. It will require that the language of paragraph d. below be included in agreements for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all contractors and subcontractors shall certify and disclose accordingly.
- d. Lobbying Certification: "This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be

subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.”

- e. Agreements for any subawards shall include the language of paragraphs a, b, c, and d above.

5. Copyright

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

COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, 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. SUBRECIPIENT shall not release any materials under this section except after prior written approval of COUNTY.

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

6. Conditions for Religious Organizations

If SUBRECIPIENT 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.

7. 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 sections 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 the terms of SUBRECIPIENT'S statement as a condition of employment on the Agreement, contract, or subcontract.

8. 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.

IX. ENVIRONMENTAL CONDITIONS

A. Air and Water

SUBRECIPIENT agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

1. Clean Air Act, 42 U.S.C., §§ 7401, *et seq.*, and all regulations and guidelines issued thereunder;
2. Federal Water Pollution Control Act, as amended, 33 U.S.C., §§ 1251, *et seq.*, and all regulations and guidelines issued thereunder; and
3. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973, as amended (42 U.S.C. §§ 4001 *et seq.*), SUBRECIPIENT shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for construction purposes, including rehabilitation.

C. Lead-Based Paint

SUBRECIPIENT agrees to comply with the requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C., §§ 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C., §§ 4851-4856), and implementing regulations set forth in 24 CFR Part 35, subparts A, B, H, J, K, M, and R, that apply to all shelters assisted under the Agreement and all housing occupied by program participants. All owners, prospective owners, tenants, and program participants occupying, possessing or using HOME-ARP-assisted housing constructed prior to 1978 are required to be properly notified that such housing may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under age seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted. Exemptions from these requirements are enumerated in 24 CFR Section 35.115.

D. Historic Preservation

SUBRECIPIENT agrees to comply with the historic preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (54 U.S.C., §§ 300101 et seq.), 36 CFR Part 800, and the Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

E. 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.

X. SEVERABILITY

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

XI. SECTION HEADINGS AND SUBHEADINGS

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

XII. WAIVER

COUNTY's delay or failure to act with respect to a breach by the SUBRECIPIENT shall not constitute or be construed as a waiver of COUNTY's rights with respect to subsequent or similar breaches. Any delay or failure of COUNTY to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision, and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

XIII. ENTIRE AGREEMENT

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

XIV. REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

XV. TIME IS OF THE ESSENCE

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

XVI. NONEXCLUSIVE AGREEMENT

SUBRECIPIENT understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by SUBRECIPIENT as COUNTY desires.

XVII. CALIFORNIA LAW

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to the County of Santa Barbara, if in federal court.

XVIII. EXECUTION OF COUNTERPARTS

This Agreement may be executed 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 hereto shall preserve undestroyed, shall together constitute one and the same instrument.

XIX. AUTHORITY

All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, SUBRECIPIENT hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which SUBRECIPIENT is obligated, which breach would have a material effect hereon.

XX. ORDER OF PRECEDENCE

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

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

E. Exhibit A

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

[Signatures on Following Page]

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

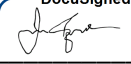
ATTEST:
MONA MIYASATO
CLERK OF THE BOARD


“COUNTY”
COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

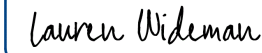
By: _____
Steve Lavagnino, Chair
Board of Supervisors

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


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By: _____
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Deputy Auditor-Controller

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Jesus Armas
Community Services Director

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

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By: _____
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Deputy County Counsel

APPROVED AS TO FORM:
GREG MILLIGAN
RISK MANAGEMENT

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Risk Manager

“SUBRECIPIENT”

Good Samaritan Shelter

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Sylvia Barnard

By:

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Sylvia Barnard, Executive Director

EXHIBIT A

Scope of Services

HOME American Rescue Plan (“HOME-ARP”) Program

Project Title:	HDAP Project Disability Benefits Outreach, Case Management, and Housing Assistance
Agreement Amount:	\$ 530,000
Time of Performance:	July 1, 2024 – June 30, 2025

A. INTRODUCTION

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

B. PROJECT DESCRIPTION**1. Purpose**

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

The use of HOME-ARP funds is governed by policies set by the U.S. Department of Treasury and the County of Santa Barbara. All activities and expenditures must fall under Category 3 (Services to Disproportionately Impacted Communities) and Sub-Category 3.11 (Housing Support: Services for Unhoused Persons) as outlined in the U.S. Department of Treasury Coronavirus State and Local Fiscal Recovery Funds Compliance and Reporting Guidance, documented by regular reports and invoices.

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 HOME-ARP funds, including Section VI.B. of the [HOME-ARP Notice CPD-21-10](#).

b. Federal and State Regulatory Information

County is using the federal regulations below to provide SUBRECIPIENT with guidelines for eligible costs. Eligible costs are governed by HOME-ARP and guided by component type and are further subject to HUD habitability standards (including, but not limited to, the shelter and housing standards found at 24 CFR section 576.403). If an activity is not described as an eligible expense, but is part of assisting households experiencing homelessness to obtain and maintain permanent housing and

California’s Housing First Policy, SUBRECIPIENT must obtain express written consent from County prior to use of program funds.

The use of HOME-ARP funds is governed by policies set by the U.S. Department of Treasury and the County of Santa Barbara. All activities and expenditures must fall under Category 3 (Services to Disproportionately Impacted Communities) and Sub-Category 3.11 (Housing Support: Services for Unhoused Persons) as outlined in the U.S. Department of Treasury Coronavirus State and Local Fiscal Recovery Funds Compliance and Reporting Guidance, documented by regular reports and invoices.

3. Coordinated Entry System (CES)

SUBRECIPIENT shall use coordinated entry as a process to quickly identify, assess, refer, and connect individuals, youth including parenting and pregnant youth, and families in crisis to housing and services. SUBRECIPIENT shall serve as an access point to the Coordinated Entry System, by having office hours and staff available to conduct assessments and provide referrals. SUBRECIPIENT must be integrated within the local CES.

4. Homeless Management Information Systems

SUBRECIPIENT must participate in the Homeless Management Information Systems (HMIS). The system requires data collection and reporting. The Santa Maria/Santa Barbara Continuum of Care operates with limited data sharing – referred to as an open HMIS system. SUBRECIPIENT shall ensure that program participants sign a release of information (ROI) and provide universal data elements for SUBRECIPIENT to enter into the system. HMIS participating agencies may view these universal data elements even if this data is entered by another agency. If a client does not sign the ROI, data is collected but is not viewable outside the HMIS Lead and agency entering data. SUBRECIPIENT must learn the HMIS requirements, which may be viewed at [HMIS User Central](#). In addition to the standard intake and data standards, SUBRECIPIENT must enter services provided in HMIS. SUBRECIPIENT must include staff time for accurate data entry.

5. California’s Housing First Policy – Core Practices and Core Components

All services SUBRECIPIENT provides must align with Housing First and the Core Practices described in [Welfare and Institutions Code section 8255](#) and with State and Federal Housing First laws and regulations, and shall operate in a manner consistent with Housing First practices as reflected in the Continuum of Care (CoC) Written Standards.

6. Eligible Populations

HOME-ARP Qualifying Populations (QPs):

- a. Homeless—as defined in [24 CFR 91.5](#) Homeless (1), (2), (3)
- b. At risk of homelessness—as defined in [24 CFR 91.5](#) At risk of homelessness
- c. Fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking—as defined by the U.S. Department of Housing and Urban Development (HUD)
- d. Other Populations—those who do not qualify under the other three QP definitions but meet one of the Other Populations criteria identified in Section IV of the [HOME-ARP Notice CPD-21-10](#).

7. Goals and Performance Measures

a. Goals

SUBRECIPIENT shall provide the following levels of services during the Term:

	Goal
Number of participants enrolled	191
Number of disability applications submitted	175

Number of unsheltered homeless persons entering shelter	112
Number of homeless persons entering permanent housing (placed into units)	145
Number of individuals housed at program exit	140
Number of individuals housed one year after program exit	110

b. Performance Measures

SUBRECIPIENT shall meet the following performance measures during the Term:

	Goal
% of HDAP participants with a final disability benefit determination that receive an approval	75%
% of individuals successfully placed in permanent housing	78%
% of adult participants will obtain earned income at project exit	10%
% of adult participants will obtain cash/non-cash benefits at project exit	90%

C. DATA COLLECTION AND REPORTING

1. **General**

Data collection must be completed in accordance with 24 CFR 576.400, subdivision (f), and in sufficient detail to determine the project's progress in meeting the goals and performance measures as set forth in Section B.7 above.

2. **Report Schedule**

Quarterly Status Reports and Financial/Invoice Reports are due according to the following schedule: due on a quarterly basis, on the 20th day following the close of the previous month.

Period	Due Date
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

3. **Report Content**

Status Reports must contain the following:

- HOME-ARP Annual Performance Report (APR) Subrecipient Report generated from the Santa Barbara County Homeless Management Information System (HMIS);
- Data on goals and permanent measures as set forth in Section B.7 above;
- Data on funding received for the Project from all sources; and
- 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

HOME American Rescue Plan (“HOME-ARP”) Program

Project Title:	HDAP Project Disability Benefits Outreach, Case Management, and Housing Assistance
Agreement Amount:	\$ 530,000
Time of Performance:	July 1, 2024 – June 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 **Good Samaritan Shelter** (“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.

B. BUDGET

Exhibit B – Attachment 1 represents the proposed Project Revenue Budget

Exhibit B – Attachment 2 represents the proposed Project Expenditure Budget, detailing lines items to be reimbursed by HOME-ARP funds.

Changes to Revenue or Expenditure line items to be used for eligible HOME-ARP expenditures require an approved Budget Amendment. The overall total contract amount may not be changed, except by a duly executed amendment as set forth in the Agreement.

C. PAYMENT REQUESTS

Payment request 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 HOME-ARP. 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
 - Procurement support documentation

Attachment B-1



HOME-ARP

HDAP Project Budget - Revenues

(12 Month Budget)

Project Title HDAP Project Housing and Disability Advocacy Outreach, Case Management and Housing Assistance
 Applicant Name Good Samaritan Shelter

Award **Budget Term: July 1, 2024 - June 30, 2025**

Component	HOME-ARP Requested Amount
Salaries and Benefits	\$ 101,900
Client Services and Direct Assistance	\$ 379,900
Indirect Costs	\$ 48,200
TOTAL	\$ 530,000

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

Please specify the source of "Other Federal Funds".

Revenue

Source		Total Program Budget
CA-DSS HDAP Program	\$ 130,000	\$ 130,000
CDBG - Cities	\$ -	
CDBG - County	\$ -	
CoC Program	\$ -	
ESG - County	\$ -	
HOME - Cities	\$ -	
HOME - County (This grant)	\$ 530,000	\$ 530,000
<i>Other Federal Funds (specify program below)</i>		
	\$ -	
	\$ -	
	\$ -	
	\$ -	
<i>Other State Funds (specify program below)</i>		
County Human Services Funds	\$ -	
Other Local Funds: County and City of SB general Funds	\$ -	
Private Trusts and Foundation Funds	\$ -	
Fundraising Events	\$ -	
Donations	\$ -	
Client Fees	\$ -	
<i>Other (specify source below)</i>		
	\$ -	
	\$ -	
	\$ -	
Total Revenue	\$ 660,000	\$ 660,000

* Can be voluntarily reduced.

Attachment B-2



HOME-ARP

HDAP Project Budget - Expenses

Project Title HDAP Project Housing and Disability Advocacy Outreach, Case Management & Housing Assistance
 Applicant Name Good Samaritan Shelter

Expenses

Budget Term: July 1, 2024 - June 30, 2025

Expense	HOME-ARP
Salaries, Benefits, and Payroll Taxes - Provide detail for all program staff. Add lines as needed.	
Program Director 1.0 FTE @ 25% @ \$93,600/year	
Program Manager .75 FTE @ 100% @ \$72,800/year	
Care Coordination Case Managers 3.5 FTE @ 100% @ \$49920/year	\$ 81,520
Employee Benefits and Payroll Taxes 25%	\$ 20,380
Client Services and Direct Assistance	
Rental Assistance	\$ 379,900
Security Deposits	
Utility Assistance	
Moving costs	
Homeless Management Information System (HMIS)	
Supplies (includes General, Food, and Office Supplies)	
Consultants and Contracts (Includes AmeriCorps)	
Facility, Utilities, and Maintenance	
Telephone, Fax, and Internet	
Travel, Mileage, and Training (Includes Gas and Vehicle Expense)	
Equipment Rental and Maintenance	
Insurance	
Other (specify below)	
Indirect Costs (Maximum 10% of Grant)	\$ 48,200
Total Expenses	\$ 530,000

Attachment B-3

**Attachment to Subrecipient Agreement between
County of Santa Barbara
and
Good Samaritan Shelter**

HDAP Project Disability Benefits Outreach, Case Management, and Housing Assistance | HOME-ARP Program

The Federal Funding Accountability and Transparency Act (FFATA) requires the Office of Management and Budget (OMB) to maintain a single, searchable website that contains information on all Federal spending awards. In connection with FFATA, Santa Barbara County Housing and Community Development requires all agencies that meet the following thresholds to report:

DUNS Number 023282457

If your agency or organization:

1. Had a gross income, from all sources, over \$200,000 in Agency’s previous tax year, or
2. Receives more than 80% of annual gross revenues from the Federal government and those revenues are greater than \$25 million annually, and
3. Is receiving an award of \$25,000 or more through this grant, and
4. Compensation information of your five top senior executives is not available to the general public;

Then you must provide the total compensation and names of your top five executives below.

1)	_____	_____
	Name	Annual Salary
2)	_____	_____
	Name	Annual Salary
3)	_____	_____
	Name	Annual Salary
4)	_____	_____
	Name	Annual Salary
5)	_____	_____
	Name	Annual Salary

Please check this box if you do not meet any of the thresholds noted above.

I certify that the information reported in this form is in compliance with the False Claims Act (U.S. Code Collection, title 31, Subtitle III, Chapter 37, Subchapter III, §§ 3729). I understand that any person who knowingly makes a false or fraudulent claim for payment or approval, may be liable to the United States Government for a civil penalty of not less than \$5,000 and not more than \$10,000 plus three (3) times the amount of damages which the Government sustains.

Signature: _____

Date: _____

Title: _____

EXHIBIT D

HOME-ARP

Quarterly Status Report

County of Santa Barbara
Community Services Department

Instructions: Submit this status report to Matthew Rector, Housing Program Specialist II, by email to mrector@countyofsb.org or in the online Neighborly system as instructed.

Agency	Good Samaritan Shelter	Contact Person	Sylvia Barnard
Project	HDAP Project Disability Benefits Outreach, Case Management, and Housing Assistance	Phone Number	805-346-8185
Contract #	TBD	Email Address	goodsamshelter@gmail.com

1. APR Subrecipient Report

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

2. Accomplishments

Goals

Description	Goal	Quarter	Program-to-Date
Total unduplicated number of persons served	184		
Total unduplicated number of households served	184		

Performance Measures - Overall

Description	Goal	Quarter			Program-to-Date		
		Universe (#)	# Meeting Target	% Meeting Target	Universe (#)	# Meeting Target	% Meeting Target
Number of participants enrolled	191						
Number of disability applications submitted	175						
Percent of HDAP participants with a final disability benefit determination that receive an approval and award.	10%						
Number of unsheltered homeless persons entering shelter	112						
Number of homeless persons entering permanent housing (placed into units)	145						
% of individuals successfully placed in permanent housing	78%						
% of adult participants will obtain earned income at project exit	10%						
% of adult participants will obtain cash/non-cash benefits at project exit	90%						
Number of individuals housed at program exit	140						
Number of individuals housed one year after program exit	110						

EXHIBIT D

HOME-ARP

Quarterly Status Report

County of Santa Barbara
Community Services Department

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 HOME-ARP funded activities and “Housing First” principles.

3. Race & Ethnicity Data

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

EXHIBIT D

HOME-ARP

Quarterly Status Report

County of Santa Barbara
Community Services Department

Hispanic, Latina/e/o & Black, African American, or African		
Middle Eastern or North African & Black, African American, or African		
Native Hawaiian or Pacific Islander & Black, African American, or African		
White & Black, African American, or African		
Middle Eastern or North African & Hispanic, Latina/e/o		
Native Hawaiian or Pacific Islander & Hispanic, Latina/e/o		
White & Hispanic, Latina/e/o		
Native Hawaiian or Pacific Islander & Middle Eastern or North African		
White & Middle Eastern or North American or North African		
White & Native Hawaiian or Pacific Islander		
Multiracial – more than 2 races/ethnicity, with one being Hispanic/Latina/e/o		
Multiracial – more than 2 races, where no option is Hispanic/Latina/e/o		
Client Doesn't Know/ Prefer Not to Answer		
Data Not Collected		
Totals in RACE		
ETHNICITY1		
Hispanic or Latino2		
Not Hispanic or Latino		
Totals in ETHNICITY		

4. Project Funding

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

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

Other Funds

	Amount	
Other Federal Funds	\$	
State Funds (including HHAP)	\$	

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.

EXHIBIT D

HOME-ARP

Quarterly Status Report

County of Santa Barbara
Community Services Department

Local Funds	\$	
Private Funds	\$	
Other Funds (<i>Specify fund source below</i>)		
	\$	
	\$	
Total	\$	

5. Additional Comments

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

6. Submission Certification

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

Signature: _____ Date: _____

Name & Title: _____

EXHIBIT E
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUND REQUIRED TERMS
(SUBRECIPIENT AGREEMENT)

These Coronavirus State and Local Fiscal Recovery Fund Required Terms (“SLFRF Terms”) are attached to and incorporated into that certain Subrecipient Agreement (this “Agreement”) by and between the County of Santa Barbara (“COUNTY”) and Good Samaritan Shelter, a California nonprofit public benefit corporation (“SUBRECIPIENT”). This Agreement is funded through the Coronavirus State and Local Fiscal Recovery Fund (“SLFRF”), a part of the American Rescue Plan Act (“HOME-ARP” or “Act”), Pub. L. No. 117-2 (March 11, 2021) (codified as 42 U.S.C. § 801 *et seq.*). HOME-ARP imposes certain requirements through the Act, its implementing regulations at 2 CFR Part 200, the Award Terms and Conditions imposed by the U.S. Department of the Treasury (“Treasury”) onto the COUNTY, and Treasury’s *Coronavirus State and Local Fiscal Recovery Funds Compliance and Reporting Guidance*, and these SLFRF Terms set forth the terms and conditions governing the provision by the COUNTY of HOME-ARP funding (this “subaward” or the “Funds”) from which SUBRECIPIENT may request reimbursement from COUNTY for eligible costs incurred by SUBRECIPIENT in connection with the Services. In recognition of these funding requirements, SUBRECIPIENT agrees to the following provisions:

1. GENERAL COMPLIANCE.

- A. SUBRECIPIENT shall comply with the requirements of the Act; the SLFRF; the United States Department of the Treasury Coronavirus State Fiscal Recovery Fund Award Terms and Conditions imposed by the Treasury onto the COUNTY; and all other applicable federal, state, and local laws, regulations, ordinances, orders, rules, guidelines, directives, circulars, bulletins, notices, and policies governing SLFRF currently and as they may be amended from time to time (collectively, “SLFRF Requirements”).
- B. SUBRECIPIENT agrees to comply with the requirements of Section 603 of the Act, regulations adopted by Treasury pursuant to Section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. SUBRECIPIENT also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and SUBRECIPIENT shall require such compliance by all other parties to any agreements relating to this subaward by providing for such compliance therein.
- C. Federal regulations applicable to this subaward include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this subaward.

- ii. Universal Identifier and System for Award Management (SAM) 2 CFR Part 25, pursuant to which the award term set forth in Appendix A to 2 CFR Part 25, is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 CFR Part 170, pursuant to which the award term set forth in Appendix A to 2.CFR Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 CFR Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 CFR Part 180, subpart B) that the award is subject to 2 CFR Part 180 and Treasury's implementing regulation at 31 CFR Part 19.
 - v. Recipient Integrity and Performance matters, pursuant to which the award term set forth in 2 CFR Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 CFR Part 20.
 - vii. New Restrictions on Lobbying, 31 CFR Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. Sections 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- D. Statutes and regulations prohibiting discrimination applicable to this subaward, include without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. Sections 2000d et seq.) and Treasury's implementing regulations at 31 CFR Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. Sections 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101 et seq.), and Treasury's implementing regulations at 31 CFR Part 23, which prohibit

discrimination on the basis of age in programs or activities receiving federal financial assistance; and

- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. Sections 12010 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

2. USE OF FUNDS.

- A. SUBRECIPIENT represents and warrants that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of its obligations under this Subrecipient Agreement and the Agreement.
- B. SUBRECIPIENT shall only use the Funds disbursed under this subaward in compliance with Sections 603(c) of the Act and Treasury's regulations implementing those sections and guidance.

3. REPORTING.

SUBRECIPIENT shall comply with all applicable reporting obligations established by the Treasury or the County, as they relate to this Agreement, the Funds, the Project, and/or the Services. SUBRECIPIENT agrees to provide COUNTY with information needed by COUNTY to comply with any reporting obligations established by Treasury, as they relate to this subaward. For example, SUBRECIPIENT must complete financial, performance, and compliance reporting to COUNTY to enable COUNTY to meet its quarterly project and expenditure requirements as required and outlined in Part 2 of the Treasury's Compliance and Reporting Guidance for the SLFRF program (Guidance). Expenditures may be reported on a cash or accrual basis, as long as the methodology is disclosed and consistently applied. Reporting must be consistent with the definitions pursuant to Title 2 of the Code of Federal Regulations (C.F.R.) Section 200.1. SUBRECIPIENT shall appropriately maintain accounting records for compiling and reporting accurate, compliant financial data, in accordance with appropriate accounting standards and principles. In addition, where appropriate, SUBRECIPIENT must establish controls to ensure completion and timely submission of all mandatory and/or compliance reporting. See Part 2 of the Guidance for a full overview of subrecipient reporting responsibilities, which are applicable to SUBRECIPIENT.

4. MAINTENANCE OF AND ACCESS TO RECORDS; AUDITS.

- A. Pursuant to 2 CFR section 200.337 and Section 4 of the Award Terms and Conditions, SUBRECIPIENT shall maintain all records and financial documents necessary to evidence compliance by COUNTY and SUBRECIPIENT with Sections 602(c) and 603(c) of the Act, Treasury's regulations implementing those sections, and guidance regarding the eligible uses of funds.

- B. COUNTY and the Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to all records (electronic and otherwise) of SUBRECIPIENT in order to conduct audits or other investigations.
- C. SUBRECIPIENT shall keep such business records in connection with this Agreement as would be kept by a reasonably prudent practitioner of SUBRECIPIENT's profession, and shall maintain all records regarding the Project, the Services, and the Funds, including, but not limited to, the records described above in Subsections A and B of this Section 4 (collectively, the "Records"), for a period of five (5) years after final payment for the Services. All accounting records shall be kept in accordance with generally accepted accounting principles.
- D. COUNTY, the State, and Federal agencies shall have the right to audit and review all such documents and records at any time during SUBRECIPIENT's regular business hours or upon reasonable notice. In addition, as 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 the Agreement (Cal. Govt. Code Section 8546.7). SUBRECIPIENT shall participate in all such audits and reviews, whether by COUNTY, the State, or a Federal agency or agencies, at no charge to COUNTY.
- E. If Federal, State or COUNTY audit exceptions are made relating to this Agreement, SUBRECIPIENT shall reimburse all costs incurred by Federal, State, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, SUBRECIPIENT shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

5. PRE-AWARD COSTS.

Pre-award costs, as defined in 2 CFR section 200.458, may not be paid with funding from this subaward.

6. ADMINISTRATIVE COSTS.

SUBRECIPIENT may use funds provided under this subaward to cover both direct and indirect costs in accordance with SLFRF Requirements and 2 CFR Part 200, Subpart E "Cost Principles".

7. CONFLICT OF INTEREST.

- A. SUBRECIPIENT covenants that SUBRECIPIENT presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. SUBRECIPIENT further covenants that in the performance of this Agreement, no person having any such interest shall

be employed by SUBRECIPIENT. SUBRECIPIENT must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by SUBRECIPIENT if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to SUBRECIPIENT in writing.

- B. SUBRECIPIENT understands and agrees it must maintain a conflict of interest policy consistent with 2 CFR section 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. SUBRECIPIENTS must disclose in writing to Treasury or the COUNTY, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 CFR section 200.112.
- C. SUBRECIPIENT agrees to include these requirements set forth in this Section 7 in each subcontract financed in whole or in part with Federal assistance and must substitute the party names as may be appropriate to the agreement being entered.

8. TERMINATION; SUSPENSION.

- A. By COUNTY. COUNTY may, by written notice to SUBRECIPIENT, suspend or terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of SUBRECIPIENT to fulfill the obligations herein.
 - i. **For Convenience.** COUNTY may suspend or terminate this Agreement, in whole or in part, upon thirty (30) days' written notice. During such thirty (30) day period, SUBRECIPIENT shall, as directed by COUNTY, wind down and cease its Services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of Services.
 - ii. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify 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.
 - iii. **For Cause.** Should SUBRECIPIENT default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, 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 the notice is received by SUBRECIPIENT, unless the notice directs otherwise.

- B. By SUBRECIPIENT. Should COUNTY fail to pay SUBRECIPIENT all or any part of the payment set forth in EXHIBIT B, SUBRECIPIENT may, at SUBRECIPIENT's option terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.
- C. Upon termination, 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 SUBRECIPIENT in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit SUBRECIPIENT to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay SUBRECIPIENT for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall SUBRECIPIENT be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. SUBRECIPIENT shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by SUBRECIPIENT. In the event of a dispute as to the reasonable value of the services rendered by SUBRECIPIENT, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.
- D. Reimbursement of costs incurred by SUBRECIPIENT during a suspension or after termination is not allowable unless the COUNTY expressly authorizes such costs in the notice of suspension or termination or subsequently in writing. However, costs incurred by SUBRECIPIENT during suspension or after termination are allowable if:
 - i. The costs result from financial obligations which were properly incurred by the SUBRECIPIENT before the effective date of suspension or termination, and not in anticipation of it; and
 - ii. The costs would be allowable if the Federal award was not suspended or expired normally at the end of the period of performance in which the termination takes effect. (2 CFR § 200.343.)

9. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY.

- A. COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. SUBRECIPIENT shall not release any of such items to other parties except after prior written approval of COUNTY.
- B. Unless otherwise specified in the Agreement, SUBRECIPIENT hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents,

reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by SUBRECIPIENT pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. SUBRECIPIENT agrees to take such actions and execute and deliver such documents as may be needed to validate, protect, and confirm the rights and assignments provided hereunder. SUBRECIPIENT warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. SUBRECIPIENT, at its own expense, shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions or other items provided by SUBRECIPIENT hereunder infringe upon intellectual or other proprietary rights of a third party, and SUBRECIPIENT shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

10. EQUAL EMPLOYMENT OPPORTUNITY.

During the performance of this Agreement, SUBRECIPIENT agrees as follows:

- A. SUBRECIPIENT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. SUBRECIPIENT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of SUBRECIPIENT, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
 - i. SUBRECIPIENT shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of SUBRECIPIENT'S commitments under this Section 10, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - ii. SUBRECIPIENT shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor regulations (41 CFR Part 60) and all other applicable rules, regulations, and relevant orders of the Secretary of Labor. Title 41 CFR section 60.14 applies to this Agreement and is incorporated herein by this

reference with the same force and effect as if the regulation were specifically set out herein, and SUBRECIPIENT shall comply with said regulation.

- iii. SUBRECIPIENT shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- iv. In the event of SUBRECIPIENT'S noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be cancelled, terminated, or suspended by COUNTY in whole or in part and SUBRECIPIENT may be declared ineligible for further Government contracts or federally assisted contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- v. SUBRECIPIENT shall include the provisions of the immediately preceding paragraphs (A) and (B), including the immediately preceding subsections (i) through (iv), in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each contractor or vendor. SUBRECIPIENT will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a SUBRECIPIENT becomes involved in, or is threatened with, litigation with a contractor or vendor as a result of such direction by the administering agency SUBRECIPIENT may request the United States to enter into such litigation to protect the interests of the United States.

11. NONDISCRIMINATION.

- A. SUBRECIPIENT shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement.
- B. SUBRECIPIENT shall report any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964

and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome.

- C. SUBRECIPIENT shall incorporate the language in Paragraphs (A) and (B) of this Section 11 in every contract, including, but not limited to, purchase orders funded under this Agreement.
- D. SUBRECIPIENT shall comply with the Age Discrimination Act of 1975, 42 U.S.C. 6101 et seq., as codified at 45 CFR Part 91, which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.
- E. SUBRECIPIENT shall comply with Title IX of the Education Amendments of 1972, 20 U.S.C. 1681, 1682, 1683, 1685, and 1686, as codified at 45 CFR Part 86, which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance.

12. CLEAN AIR ACT.

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

13. FEDERAL WATER POLLUTION CONTROL ACT.

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

14. DEBARMENT AND SUSPENSION.

- A. As required by 2 CFR section 200.214, SUBRECIPIENT warrants that it is not subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR Part 180, which restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. SUBRECIPIENT certifies that it shall not contract with any contractor, subcontractor, or other party that is so debarred or suspended.
- B. This certification is a material representation of fact relied upon by COUNTY. If it is later determined that SUBRECIPIENT did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to the California Governor's Office of Emergency Services and COUNTY, COUNTY and the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- C. This Agreement is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. As such, SUBRECIPIENT is required to verify that none of the SUBRECIPIENT, its principals (defined at 2 CFR section 180.995), or its affiliates (defined at 2 CFR section 180.905) are excluded (defined at 2 CFR section 180.940) or disqualified (defined at 2 CFR section 180.935).
- D. SUBRECIPIENT shall comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, and shall include a requirement to comply with these regulations and all SLFRF Requirements in any lower tier covered transaction it enters into.
- E. SUBRECIPIENT shall comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C during the Term and throughout the period of any contract that may arise from this Agreement. SUBRECIPIENT shall include a provision requiring such compliance in all of its lower tier covered transactions.

15. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED).

SUBRECIPIENT shall file the required certification attached as Attachment A Certification for Contracts, Grants, Loans, and Cooperative Agreement (Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (As Amended)), which is incorporated herein by this reference. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

16. PROCUREMENT OF RECOVERED MATERIALS.

- A. In the performance of this Agreement, SUBRECIPIENT shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.
- B. Information about this requirement, along with the list of EPA-designate items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- C. SUBRECIPIENT agrees to include these requirements in each subcontract exceeding \$3,500 financed in whole or in part with Federal assistance and must substitute the party names as may be appropriate to the agreement being entered.

17. DOMESTIC PREFERENCES FOR PROCUREMENTS.

- A. As appropriate and to the extent consistent with law, the SUBRECIPIENT should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all contract agreements.
- B. For purposes of this section:
- i. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - ii. “Manufactured products” means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- C. SUBRECIPIENT agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance and must substitute the party names as may be appropriate to the agreement being entered.

18. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

- A. SUBRECIPIENT is prohibited from obligating or expending Funds to procure or obtain, and shall not enter into any contract (or extend or renew any contract) to procure or obtain, any equipment, services, or system that uses covered telecommunications equipment or services as

a substantial or essential component of any system, or as critical technology as part of any system.

- B. As described in Public Law 115-232, section 889, “covered telecommunications equipment” means:
- i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - ii. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - iii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- C. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- D. See Public Law 115-232, section 889 for additional information.
- E. See also 2 CFR section 200.471.
- F. SUBRECIPIENT agrees to include these requirements set forth in this Section 18 in each subcontract financed in whole or in part with Federal assistance and must substitute the party names as may be appropriate to the agreement being entered.

19. MANDATORY DISCLOSURE.

SUBRECIPIENT shall disclose in writing to the COUNTY, in a timely manner, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award.

SUBRECIPIENT is required to report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM) located at www.sam.gov. Failure to make required disclosures can result in any of the remedies described in 2 CFR section 200.338 Remedies for noncompliance,

including suspension or debarment. (See also 2 CFR Part 180 and 31 U.S.C. 3321.)

20. REMEDIES FOR NONCOMPLIANCE.

- A. In the event of SUBRECIPIENT’s noncompliance with Sections 602 and 603 of the Act, other applicable laws, Treasury’s implementing regulations, guidance, or any reporting or other program requirements, Treasury or the COUNTY may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 CFR Section 200.339. In the case of a violation of Section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in Section 603(e) of the Act.

- B. In addition, in the event COUNTY determines that SUBRECIPIENT is not in compliance with the terms and conditions set forth herein, COUNTY may:
 - i. Wholly or partly suspend or terminate the Agreement.

 - ii. Require payments as reimbursements rather than advance payments;

 - iii. Withhold authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance;

 - iv. Require additional, more detailed financial reports;

 - v. Require additional project monitoring;

 - vi. Require SUBRECIPIENT to obtain technical or management assistance;

 - vii. Establish additional prior approval requirements; and

 - viii. Take other remedies that may be legally available.

- C. SUBRECIPIENT agrees to include these requirements in this Section 20 in each subcontract exceeding \$3,500 financed in whole or in part with Federal assistance and must substitute the party names as may be appropriate to the agreement being entered.

21. PREVAILING WAGE.

- A. A. If this Project meets the requirements under U.S. Treasury’s FAQ dated April 27, 2022, section 6.15, the Davis-Bacon Act requirements (prevailing wage rates) do not apply to projects funded solely with HOME-ARP awarded funds. Subrecipients and contractors may be otherwise subject to the requirements of Davis-Bacon Act, when APRA funds are used on a project in conjunction with funds from another federal program that requires enforcement of the Davis-Bacon Act.

- B. SUBRECIPIENT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.
- D. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code § 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code § 1771.1(a)]; no contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code § 1725.5; and this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- E. Any subcontract entered into in connection with this Agreement shall contain the above paragraphs A through D of this Section 21, and must substitute the party names as may be appropriate to the agreement being entered.

22. COPELAND ACT.

The SUBRECIPIENT shall comply with the requirements of 29 CFR Part 3 as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States") which are hereby incorporated by reference in this Agreement. SUBRECIPIENT is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. In the case of a conflict with California Prevailing Wage law, California Prevailing Wage Law shall apply.

23. CONTRACT WORK HOURS AND SAFETY STANDARDS - OVERTIME COMPENSATION.

- A. Overtime requirements. No SUBRECIPIENT or contractor employing laborers or mechanics shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.
- B. Violation; liability for unpaid wages; liquidated damages. The responsible SUBRECIPIENT or contractor are liable for unpaid wages if they violate the terms in paragraph A. of this clause. In addition, the SUBRECIPIENT or contractor are liable for liquidated damages payable to the Government. The COUNTY will assess liquidated damages at the rate of \$10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the Contract Work Hours and Safety Standards statute (found at 40 U.S.C. chapter 37).

- C. Withholding for unpaid wages and liquidated damages. The COUNTY will withhold from payments due under the contract sufficient funds required to satisfy any contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy SUBRECIPIENT or contractor liabilities, the COUNTY will withhold payments from other Federal or Federally assisted contracts held by the same SUBRECIPIENT that are subject to the Contract Work Hours and Safety Standards statute.
- D. Payrolls and basic records.
 - i. The SUBRECIPIENT or its contractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Construction Wage Rate Requirements statute.
 - ii. The SUBRECIPIENT and its contractors shall allow authorized representatives of the COUNTY or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph D.1. of this clause. The SUBRECIPIENT or contractor also shall allow authorized representatives of the COUNTY or Department of Labor to interview employees in the workplace during working hours.
- E. Subcontracts. The SUBRECIPIENT shall insert the provisions set forth in paragraphs A. through D of this clause in subcontracts that may require or involve the employment of laborers and mechanics and require contractors to include these provisions in any such lower-tier contracts. SUBRECIPIENT must substitute the party names as may be appropriate to the agreement being entered. The SUBRECIPIENT shall be responsible for compliance by any contractors or lower-tier contractors with the provisions set forth in paragraphs “A” through “D” of this clause.
- F. In the case of a conflict with California Prevailing Wage law, California Prevailing Wage Law shall apply.

24. HATCH ACT.

SUBRECIPIENT agrees to comply, as applicable, with the requirements of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7234-7238), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

25. FALSE STATEMENTS.

SUBRECIPIENT understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines,

imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

26. PUBLICATIONS.

Any publications produced with funds from this subaward must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number SLFRP5502 awarded to the County of Santa Barbara by the U.S. Department of the Treasury.”

27. DEBTS OWED TO THE FEDERAL GOVERNMENT.

- A. Any funds paid to SUBRECIPIENT (1) in excess of the amount to which SUBRECIPIENT is finally determined to be authorized to retain under the terms of this subaward; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to Sections 603(e) of the Act and have not been repaid by SUBRECIPIENT shall constitute a debt to the federal government.
- B. Any debts determined to be owed the federal government must be paid promptly by SUBRECIPIENT. A debt is delinquent if it has not been paid by the date specified in Treasury’s initial written demand for payment, unless other satisfactory arrangements have been made or if the SUBRECIPIENT knowingly or improperly retains funds that are a debt described in subsection i. above. Treasury will take any actions available to it to collect such a debt.
- C. If Treasury demands reimbursement from COUNTY for COUNTY’s payments to SUBRECIPIENT due to SUBRECIPIENT’s failure to comply with the terms of a notice of award, this Agreement, the SLFRF Requirements, or any other applicable law, regulation, ordinance, order, rule, directive, circular, bulletin, notice guideline or policy, or as may become applicable at any time, SUBRECIPIENT shall fully and completely reimburse COUNTY in the total amount of all such disallowed payments. This provision shall survive the termination or expiration of this Agreement.

28. DISCLAIMER.

- A. The United States and COUNTY expressly disclaim any and all responsibility or liability to SUBRECIPIENT or third persons for the actions of the SUBRECIPIENT or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this subaward or any other losses resulting in any way from the performance of this subaward or any contract or subcontract under this award.
- B. The acceptance of this subaward by SUBRECIPIENT does not in any way establish an agency relationship between the United States and SUBRECIPIENT.

29. PROTECTION FOR WHISTLEBLOWERS.

A. In accordance with 41 U.S.C. Section 4712, SUBRECIPIENT may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

i. The list of persons and entities referenced in the paragraph above includes the following:

1. A member of Congress or a representative of a committee of Congress;
2. An Inspector General;
3. The Government Accountability Office;
4. A Treasury employee responsible for contract or grant oversight or management;
5. An authorized official of the Department of Justice or other law enforcement agency;
6. A court or grand jury; or
7. A management official or other employee of SUBRECIPIENT, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

ii. SUBRECIPIENT shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

30. INCREASING SEAT BELT USE IN THE UNITED STATES.

Pursuant to Executive Order 13043, 62 FR 19217 (April 18, 1997), SUBRECIPIENT should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

31. REDUCING TEXT MESSAGING WHILE DRIVING.

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), SUBRECIPIENT should encourage its employees, SUBRECIPIENTS, and contractors to adopt and enforce policies that ban text messaging while driving, and SUBRECIPIENT should establish workplace safety policies to decrease accidents caused by distracted drivers.

32. FINANCIAL MANAGEMENT.

- A. The SUBRECIPIENT agrees to comply with the Uniform Administrative requirements referenced herein, including but not limited to 2 CFR Part 200, Subpart E “Cost Principles”. SUBRECIPIENT agrees to comply with applicable cost principles, which principles shall be applied for all costs incurred whether charged on a direct or indirect basis. SUBRECIPIENT agrees to adhere to the accounting principles and procedures referenced therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred
- B. Program Income
 - i. If program income is earned, the use of program income by SUBRECIPIENT shall comply with SLFRF Program requirements. Program income does not include interest earned on advances of Federal funds, rebates, credits, discounts, or interest on rebates, credits, or discounts. SUBRECIPIENT shall calculate, document, and record the program income. The Uniform Guidance outlines the requirements that pertain to program income at 2 CFR section 200.307.
 - ii. Upon expiration of this Agreement, SUBRECIPIENT shall return to the COUNTY all SLFRF program income in accordance with the Close-Out provisions in the Agreement. The reversion of any project related assets shall comply with 2 CFR Part 200, as applicable.
- C. Indirect Costs. If indirect costs are charged, SUBRECIPIENT shall develop an indirect cost allocation plan for determining the appropriate SUBRECIPIENT’s share of administrative costs and shall submit such plan to the COUNTY for approval, in a form specified by the COUNTY.
- D. Travel. SUBRECIPIENT shall obtain prior written approval from the COUNTY for any travel paid for with funds provided under this Agreement outside the metropolitan area of the Project.

33. PROCUREMENT.

- A. SUBRECIPIENT shall comply with its procurement policy so long as it is consistent with the requirements in 2 CFR sections 200.317 through 200.327 and the California Public Contract Code.
- B. Procurement Documentation. Per 2 CFR section 200.318(i), SUBRECIPIENT is required to maintain and retain records sufficient to detail the history of procurement covering at least the rationale for the procurement method, contract type, contractor selection or rejection, and the basis for the contract price. Examples of the types of documents that would cover this information include but are not limited to:
 - i. Solicitation documentation, such as requests for quotes, invitations for bids, or requests for proposals;
 - ii. Responses to solicitations, such as quotes, bids, or proposals;
 - iii. Pre-solicitation independent cost estimates and post-solicitation cost/price analyses on file for review by federal personnel, if applicable;
 - iv. Contract documents and amendments, including required contract provisions; and
 - v. Other documents required by federal regulations applicable at the time a grant is awarded.
- C. Selection Process. SUBRECIPIENT shall undertake to ensure that all contracts and subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Upon request of COUNTY, executed

copies of all contracts and subcontracts shall be forwarded to COUNTY along with documentation concerning the selection process.

- D. Bond Requirements. Bidder, Payment, and/or Performance Bonds may be required for any purchase over \$150,000. (2 CFR § 200.326 and CA Public Contract Code.)
- E. Prohibition on Debarred Entities. SUBRECIPIENT must review the Federal Debarment Listing at <https://www.sam.gov/portal/SAM> prior to the purchase of equipment or services to ensure the vendor is not suspended or debarred and maintain documentation the list was verified. SUBRECIPIENT must not make or permit any award (subaward or contract) at any tier, to any party, that is debarred, suspended, or otherwise excluded from, or ineligible for, participation in federal assistance programs.
- F. Monitoring. SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance.

34. EMPLOYMENT RESTRICTIONS: PROHIBITED ACTIVITY.

SUBRECIPIENT is prohibited from using SLFRF funds provided herein or personnel employed in the provision of the activities set forth under this Agreement for: political activities, inherently religious activities, lobbying, political patronage, and nepotism activities.

35. CLOSE-OUTS

SUBRECIPIENT shall comply with all grant closeout procedures set forth in the SLFRF guidance and all applicable requirements set forth in 2 CFR Part 200. SUBRECIPIENT's obligations to the COUNTY shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the COUNTY), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that SUBRECIPIENT has control over SLFRF funds, including program income. Pursuant to the Guidance, any funds not obligated or expended for eligible uses by the timelines in the award must be returned to Treasury, including any unobligated or unexpended funds that have been provided to SUBRECIPIENT and contractors as part of the award closeout process pursuant to 2 CFR Section 200.344(d). Thus, upon termination of the Term, SUBRECIPIENT shall return any unobligated or unexpended SLFRF funds, including program income, to the COUNTY. For purposes of determining expenditure eligibility, Treasury's Final Rule provides that "incurred" has the same meaning given to "financial obligation" in 2 CFR Section 200.1. SUBRECIPIENT shall comply with 2 CFR Section 200.344, as applicable.

Attachment E-1

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

(Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (As Amended))

The undersigned officer of SUBRECIPIENT certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the SUBRECIPIENT, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included by SUBRECIPIENT in the contracts and award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that SUBRECIPIENT shall certify and disclose accordingly.
4. The undersigned is a duly authorized officer of SUBRECIPIENT with full authority to make this certification on behalf of SUBRECIPIENT.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned, on behalf of SUBRECIPIENT, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure. In addition, SUBRECIPIENT understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure.

Signature of SUBRECIPIENT’s Authorized Official

Date

Name and Title of SUBRECIPIENT’s Authorized Official

EXHIBIT F

Certification of Standards for Financial Management Systems

SUBRECIPIENT certifies that its financial management systems conform to the standards set forth in 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, by providing for and incorporating the following:

- A. Accurate, current and complete disclosure of the financial results of each federally-sponsored project or program in accordance with the reporting requirements set forth in 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- B. Records that identify adequately the source and application of funds for federally-sponsored activities. These records shall contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest;
- C. Effective control over and accountability for all funds, property and other assets. SUBRECIPIENT shall adequately safeguard all such assets and assure they are used solely for authorized purposes;
- D. Comparison of outlays with budget amounts for each award. Whenever appropriate, financial information should be related to performance and unit cost data;
- E. Written procedures to minimize the time elapsing between the receipt of funds and the issuance or redemption of checks, warrants or payments by other means for program purposes by SUBRECIPIENT;
- F. Written procedures for determining the reasonableness, allocability and allowability of costs in accordance with the provisions of the applicable Federal cost principles and the terms and conditions of the award; and
- G. Accounting records including cost accounting records that are supported by source documentation.

Subrecipient: Good Samaritan Shelter

Authorized Representative: **Sylvia Barnard, Executive Director**

Signature

Date

EXHIBIT G

Indemnification and Insurance Requirements (For All Contracts with Good Samaritan)

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, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if SUBRECIPIENT has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability:** (Errors and Omissions) Insurance appropriate to the SUBRECIPIENT'S profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the 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 ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
2. **Primary Coverage** – For any claims related to this contract, the SUBRECIPIENT’S insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, 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 the COUNTY.
4. **Mutual Waiver of Workers’ Compensation Subrogation Rights** – Notwithstanding anything in this Agreement to the contrary, COUNTY hereby releases and waives unto SUBRECIPIENT, including its officers, directors, employees and agents, and SUBRECIPIENT hereby releases and waives unto COUNTY, including its officers, directors, employees and agents, all rights to claim damages for any workers’ compensation injury, loss, cost or damage to persons, as long as the amount of such injury, loss, cost or damage has been paid either to or by COUNTY, SUBRECIPIENT, or any other person, firm or corporation, under the terms of any workers’ compensation policy of insurance. Each party shall have its Workers’ Compensation policy endorsed with a waiver of subrogation in favor of the other party for all work performed by the either party, its officers, directors, employees and agents. **Each party shall provide the other party with the required insurance endorsement that amends the workers’ compensation insurance policy.**
5. As respects all workers’ compensation policies of insurance carried or maintained pursuant to this Agreement and to the extent permitted under such policies, COUNTY and SUBRECIPIENT, each waive the insurance carriers’ rights of subrogation. For purposes of this provision, insurance proceeds paid to either party shall be deemed to include any deductible or self-insurance retention amount for which that party is responsible. A party’s failure to obtain or maintain any insurance coverage required pursuant to the terms of this Agreement shall not negate the waivers and releases set forth herein, as long as the insurance that the party failed to obtain or maintain would have covered the loss or damage for which the party is waiving its claims.
6. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the 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.
7. **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”.
8. **Verification of Coverage** – SUBRECIPIENT shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance,

certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the SUBRECIPIENT'S obligation to provide them. The SUBRECIPIENT shall furnish evidence of renewal of coverage throughout the Term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. **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.
10. **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.
11. **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.
12. **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 G

Certification of Standards for Financial Management Systems

SUBRECIPIENT certifies that its financial management systems conform to the standards set forth in 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, by providing for and incorporating the following:

- H. Accurate, current and complete disclosure of the financial results of each federally-sponsored project or program in accordance with the reporting requirements set forth in 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;

- I. Records that identify adequately the source and application of funds for federally-sponsored activities. These records shall contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest;
- J. Effective control over and accountability for all funds, property and other assets. SUBRECIPIENT shall adequately safeguard all such assets and assure they are used solely for authorized purposes;
- K. Comparison of outlays with budget amounts for each award. Whenever appropriate, financial information should be related to performance and unit cost data;
- L. Written procedures to minimize the time elapsing between the receipt of funds and the issuance or redemption of checks, warrants or payments by other means for program purposes by SUBRECIPIENT;
- M. Written procedures for determining the reasonableness, allocability and allowability of costs in accordance with the provisions of the applicable Federal cost principles and the terms and conditions of the award; and
- N. Accounting records including cost accounting records that are supported by source documentation.

Subrecipient: Good Samaritan Shelter

Authorized Representative: **Sylvia Barnard, Executive Director**

Signature

Date

EXHIBIT G

Federal Award Identification Information

Table 1: Federal Award Information: County. The following Federal Award Information is provided in accordance with 2 CFR § 200.332.

Federal Award Identification		
1	Subrecipient Name	Good Samaritan Shelter
2	Subrecipient Unique Entity Number (DUNS; UEI Number)	023282457
3	Federal Award Identification Number (FAIN)	SLFRP5502
4	Federal Award Date	2021
5	Subaward Period of Performance & Budget Period-Start Date	July 1, 2024
6	Subaward Period of Performance & Budget Period-End Date	June 30, 2025
7	Amount of Federal Funds Obligated by this Action by Pass Through to Subrecipient	\$530,000
8	Total Amount of Federal Funds Obligated to Subrecipient by Pass Through Including Current Financial Obligation	\$530,000
9	Total Amount of Federal Award Committed to the Subrecipient by the Pass Through Entity	\$530,000
10	Federal Award Project Description	Homeless Support Services
11	Federal Awarding Agency	Department of the Treasury
12	Pass Through Entity	County of Santa Barbara
13	Contact Information for Awarding Official of Pass Through Entity	Mona Miyasato, County Executive Officer, (805) 568-3400
14	CFDA Number	21.027
15	CFDA Name	Coronavirus State and Local Fiscal Recovery Funds
16	Is Award for Research and Development?	No
17	Indirect Cost Rate for Award	13.4%
18	Requirements Imposed by Pass Through Entity	See Exhibit E of this Agreement, Coronavirus State and Local Fiscal Recovery Fund Requirements
19	Additional requirements- Financial and Performance Reports	See Exhibit E of this Agreement, Coronavirus Local Fiscal Recovery Fund, including Subsection B.
20	Access to Subrecipient Records	See Exhibit E of this Agreement, Coronavirus Local Fiscal Recovery Fund, including Subsection C.
21	Closeout Terms and Conditions	See Exhibit E of this Agreement, Closeouts.