

EXHIBIT A

Scope of Services

State of California Homeless Emergency Aid Program (HEAP)
And California Emergency Solutions and Housing (CESH) Program

Project Title: New Beginnings Counseling Center – Safe Parking Expansion
Agreement Amount: \$483,400
Time of Performance: March 1, 2020 – June 30, 2023

A. INTRODUCTION

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

B. PROJECT DESCRIPTION

1. Purpose

The Safe Parking program will provide individuals and families experiencing homelessness residing in their vehicles in Santa Barbara County with safe overnight parking, access to restroom facilities and housing focused case management services, as well financial and rental assistance to facilitate their movement into permanent housing. NBCC will identify and secure 80 additional parking spots (50) in South County and (30) in North County.

New Beginnings Counseling Center will function as an entry point into the Continuum of Care’s Coordinated Entry System. All participants residing in Safe Parking will be entered into the Homeless Management Information System.

2. Services

a. General

Services will 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 will be responsible for providing services in a manner satisfactory to COUNTY and consistent with any standards required as a condition of receiving CESH/HEAP Program funds. The County has elected to use standards described in federal Emergency Solutions Grant regulations cited below, in addition to the State of California Health and Safety Code. In addition, All State-funded CESH activities shall operate in a manner consistent with the requirements of 25 CCR Section 8409, referred to as “Core Practices” and Welfare and Institutions Code Division 8. Chapter 6.5 Section 8255 (b), referred to as “Core Components of Housing First”, including but not limited to, use of a homelessness coordinated entry system, housing first practices, and progressive engagement practices.

b. Federal and/or State Regulatory Information

Activity	Federal Regulation	State Regulation
Housing Location & Stabilization Services	24 CFR 576.105	Health & Safety Code Part 2 of Division 31 Chapter 2.8, Sections 50490 – 50490.5

3. **Levels of Accomplishment**

a. Goals

SUBRECIPIENT will provide the following levels of services during the term of the Agreement:

Overnight Parking and Essential Services

	Goal
Unduplicated number of persons at imminent or at risk of homelessness	100
Unduplicated number of households at imminent or at risk of homelessness	95
Number of instances of service (all services must be documented)	76,800

b. Performance Measures

SUBRECIPIENT will meet the following performance measures during the term of the Agreement:

Overnight Parking and Essential Services

	Goal
Number of participants exiting to permanent housing	20
% of adult participants will obtain earned income at project exit	5
% of adult participants will increase or maintain cash/non-cash benefits at project exit	10
% of project participants that will retain permanent housing at 1 year	90

C. **DATA COLLECTION AND REPORTING**

1. **General**

Data collection must be completed in accordance with both the HEAP NOFA released on October 12, 2018 the Overnight Parking Expansion Notice of Funding Availability issued January 13, 2020 and Health and Safety Code, Part 2 of Division 31 Chapter 2.8, Section 50490.5, and pursuant to COUNTY's Agreements with the State, and in sufficient detail to determine the project's progress in meeting the goals and performance measures as set forth in Section B.3.

2. **Report Schedule**

Status Reports are due according to the following schedule:

Period	Due Date
March 1, 2020 – June 30, 2020	July 20, 2020
July 1, 2020 – September 30, 2020	October 20, 2020
October 1, 2020 – December 31, 2020	January 20, 2021
January 1, 2021 – March 30, 2021	April 20, 2021
April 1, 2021 – June 30, 2021	July 20, 2021
July 1, 2021 – September 30, 2021	October 20, 2021
October 1, 2021 – December 31, 2021	January 20, 2022

January 1, 2022 – March 30, 2022
April 1, 2022 – June 30, 2022
July 1, 2022– September 30, 2022
October 1, 2022 – December 31, 2022
January 1, 2023 – March 30, 2023
April 1, 2023– June 30, 2023

April 20, 2022
July 20, 2022
October 20, 2022
January 20, 2023
April 20, 2023
July 20, 2023

Disbursement of funds is contingent upon receipt of Status Reports.

3. Report Content

Status Reports must contain the following:

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

See Exhibit D for a Status Report sample.

EXHIBIT B

Budget and Payment Procedures

Project Title: New Beginnings Counseling Center – Safe Parking Expansion
Agreement Amount: \$483,400
Term: March 1, 2020 – June 30, 2023

A. INTRODUCTION

This Budget and Payment Procedures is attached to and incorporated into the Subrecipient Agreement between the County of Santa Barbara (“COUNTY”) and New Beginnings Counseling Center (“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, detailing other sources leveraged with HEAP and CESH funding.

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

Changes to Revenue or Expenditure line items to be used for eligible CESH/HEAP expenditures in excess of (10%) require an approved Budget Amendment, as does the addition or deletion of Revenue or Expenditure line items to be used for eligible CESH/HEAP expenditures. The overall amount of CESH/HEAP funds is not to be changed. As this agreement has two funding sources that have different expenditure deadlines, **\$280,000 of the total contract amount must be expended by June 20, 2021.** The \$203,400 must be expended by June 30, 2023.

Administrative expenses are unallowable for reimbursement.

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 State CESH/HEAP. Adequate documentation of all eligible expenditures must be included in each reimbursement request.
2. Supporting documentation:
 - Third-party invoices or receipts
 - Copies of cancelled checks
 - Payroll registers and time and activity sheets
 - Copies of leases and rent comparability documentation for financial and rental assistance requests



State Funding, Including: California Emergency So and Housing (CESH) Program

Project Budget - Revenues

Project Title Safe Parking Program

Applicant Name NBCC, dba New Beginnings

CESH Award

Budget Term: 2020 - 2023

Component	Award Amount
Services	\$ 477,500.00
Rental Assistance or Subsidies	\$ 6,500
TOTAL	\$ 484,000

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

Please specify the source of "Other Federal Funds".

Revenue

Source	Total Program Budget	CESH Funds	Other
CESH Program (This grant)	\$ 483,400	\$ 483,400	
CDBG - Cities	\$ 40,000		\$ 40,000
CDBG - County	\$ 5,000		\$ 5,000
CoC Program			
ESG - County			
HOME - Cities			
HOME - County			
<i>Other Federal Funds (specify program below)</i>			
<i>Other State Funds (specify program below)</i>			
<i>Other Funds</i>			
County Human Services Funds	\$ 50,000		\$ 50,000
Other Local Funds: County and City of SB general Funds	\$ 50,000		\$ 50,000
Private Trusts and Foundation Funds	\$ 10,000		\$ 10,000
Fundraising Events	\$ 10,000		\$ 10,000
Donations	\$ 5,714		\$ 5,714
Client Fees			
<i>Other (specify source below)</i>			
Total Revenue	\$ 654,114	\$ 483,400	\$ 170,714



State Funding, Including: California Emergency Solutions and Housing

Project Title Safe Parking Program
 Applicant Name NBCC, dba NewBeginnings

Expenses **Budget Term: 2020 - 2023**

Expense	Total Program Budget	HEAP and CESH Programs		
		Services	Rental Assistance or subsidies	Other Source
Salaries, Benefits, and Payroll Taxes - Provide detail for all program staff. Add lines as needed.				
Program Manager - 1.0 FTE @ 10% - \$62,400/year for 3 years	\$ 18,720	\$ 18,720		
Program Director - 1.0 FTE @ 10% - \$112,875/year for 3 years	\$ 33,863	\$ 33,863		
Case Manager - 2.0 FTE @ 100% - \$45,760/year for 3 years	\$ 274,560	\$ 183,040		\$ 91,520
Lot Monitor/Outreach Worker - 2.0 FTE @ 50% @ \$14/hr for 3 years	\$ 87,360	\$ 87,360		
Employee Benefits, Payroll Taxes & Workes Comp	\$ 74,611	\$ 74,611		
Client Services and Direct Assistance				
Rental Assistance	\$ 5,000		\$ 2,500	\$ 2,500
Financial Assistance	\$ 5,000		\$ 2,500	\$ 2,500
Flexible funds	\$ 3,000		\$ 1,500	\$ 1,500
Consultants and Contracts (Includes AmeriCorps)				
Supplies (needed for program delivery - not general admin)	\$ 7,200	\$ 3,600		\$ 3,600
Travel, Mileage, and Training (Includes Gas and Vehicle Expense)	\$ 60,000	\$ 33,006		\$ 26,394
Equipment Purchase and Maintenance	\$ 3,500	\$ 1,750		\$ 1,750
Other (Please specify below):				
Porta Potty Rentals - \$150/month x 6 units x 36 months	\$ 32,400	\$ 16,200		\$ 16,200
General Liability Insurance	\$ 13,500	\$ 6,750		\$ 6,750
Office space - north county	\$ 28,800	\$ 14,400		\$ 14,400
Communications - cell phone and internet	\$ 7,200	\$ 3,600		\$ 3,600
Other (specify below)				
Indirect Costs (Maximum 10% of Labor)				
Total Expenses	\$ 654,714	\$ 476,900	\$ 6,500	\$ 170,714
		TOTAL HEAP and CESH Funding: \$483,400		

EXPENDITURE SUMMARY AND PAYMENT REQUEST (ESPR)
California Emergency Solutions and Housing (CESH) and Homeless Emergency Aid Program (HEAP)
 County of Santa Barbara Community Services Department

Agency Name: New Beginnings Counseling Center DUNS #: 023282457
 Project Name: Safe Parking Expansion
 Address: 324 E. Carrillo St., Suite C, Santa Barbara CA 93101
 Contact Person: Kristine Schwarz Title: Executive Director
 Email Address: kschwarz@sbnbcc.org Phone #: 805-963-7777 ext. 144

ESPR Request #: 1
 Date Submitted: _____
 Report Period: Q1 (Mar-June 20) Q7 (Oct - Dec 21)
 Q2 (Jul - Sept 20) Q8 (Jan - Mar 22)
 Q3 (Oct - Dec 20) Q9 (Apr - June 22)
 Q4 (Jan- Mar 21) Q10 (July - Sept 22)
 Q5 (Apr - June 21) Q11 (Sept - Dec 22)
 Q6 (Jul - Sept 21) Q12 (Jan - Mar 23)
 Q13 (Apr - June 23)

Submit completed ESPR and required documentation to:

Staff Person: Roc Lowry Title: Department Business Specialist
 Email Address: roclowry@co.santa-barbara.ca.us Phone #: (805) 568-3519

PO/Contract #: _____
 HCD Project #: _____
 IDIS Project ID: _____

Grant Budget and Expenditures

FIN CODE	Program Component	Budget Category	Budget	Previous Drawdowns	Requested Drawdown	New Available Balance
SERV	Housing Location & Stabilization Services	Staff & Benefits	\$ 397,594.00		\$ -	\$ 397,594.00
SERV	Housing Location & Stabilization Services	Non-Staff	\$ 79,906.00		\$ -	\$ 79,906.00
RENT	Operations	Rental and Financial Assistance	\$ 6,500.00		\$ -	\$ 6,500.00
TOTAL			\$ 484,000.00	\$ -	\$ -	\$ 484,000.00

Check this box if this is the final payment.

Certification

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

Manager / Fiscal Officer

Administrator / Executive Director

 Name Title

 Signature Date

 Name Title

 Signature Date

Instructions: Submit this status report to Roc Lowry, Housing Program Specialist by email to roclowry@co.santa-barbara.ca.us.

<input type="checkbox"/> Quarter 1 3/10/2020 -6/30/2020	<input type="checkbox"/> Quarter 2 7/1/2020 – 9/30/2020	<input type="checkbox"/> Quarter 3 10/1/2020-12/31/2020	<input type="checkbox"/> Quarter 4 1/1/21 – 3/31/2021
<input type="checkbox"/> Quarter 5 4/10/2021 -6/30/2021	<input type="checkbox"/> Quarter 6 7/1/2021 – 9/30/2021	<input type="checkbox"/> Quarter 7 10/1/2021-12/31/2021	<input type="checkbox"/> Quarter 8 1/1/22 – 3/31/2022
<input type="checkbox"/> Quarter 9 3/10/2022 -6/30/2022	<input type="checkbox"/> Quarter 10 7/1/2022 – 9/30/2022	<input type="checkbox"/> Quarter 11 10/1/2022-12/31/2022	<input type="checkbox"/> Quarter 12 1/1/23 – 3/31/2023
<input type="checkbox"/> Quarter 13 3/10/2023 -6/30/2023			

Agency	<u>New Beginnings Counseling Center</u>	Contact Person	<u>Kristine Schwarz</u>
Project	<u>Safe Parking Expansion</u>	Phone Number	<u>805-963-7777 ext.144</u>
Contract #	<u></u>	Email Address	<u>kschwarz@sbnbcc.org</u>

1. 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.

2. Accomplishments

Goals

	Goal	Quarter	Program-to-Date
HOMELESS PREVENTION			
Unduplicated number of persons at imminent or at risk of homelessness served	100		
Unduplicated number of households at imminent or at risk of homelessness served	95		
Number of instances of service (all services must be documented)	76,800		

Performance Measures

	Goal	Quarter			Program-to-Date		
		Universe (#)	# Meeting Target	% Meeting Target	Universe (#)	# Meeting Target	% Meeting Target
EMERGENCY SHELTER							
Number of participants exiting to permanent housing	20						
% of adult participants who obtain earned income at project exit	5%						



% of adult participants who obtain or maintain cash/non-cash benefits at project exit	10%						
% of project participants that will retain permanent housing at 1 year	90%						

Narrative

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.

3. Race & Ethnicity Data

	Quarter		Program-to-Date	
	Total	Hispanic or Latino ¹	Total	Hispanic or Latino ¹
White				
Black/African American				
Asian				
American Indian/Alaskan Native				
Native Hawaiian/Other Pacific Islander				
American Indian/Alaskan Native & White				
Asian & White				
Black/African American & White				
American Indian/Alaskan Native & Black/African American				
Other multi-racial				
Total				

4. Project Funding

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

HUD Funds

	Amount
ESG	\$

¹ 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.



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

Other Funds

	Amount	
Other Federal Funds	\$	
State Funds	\$	
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: _____

Indemnification and Insurance Requirements (For Professional Contracts)

INDEMNIFICATION

SUBRECIPIENT agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. SUBRECIPIENT's indemnification obligation applies to COUNTY's active as well as passive negligence but does not apply to COUNTY's sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

SUBRECIPIENT shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

SUBRECIPIENT shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the SUBRECIPIENT, his agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

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

EXHIBIT E

B. Other Insurance Provisions

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

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

EXHIBIT E

9. **Subcontractors** – SUBRECIPIENT shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and SUBRECIPIENT shall ensure that COUNTY is an additional insured on insurance required from subcontractors.

10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the SUBRECIPIENT must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

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

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

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

EXHIBIT F


Certification of Standards for Financial Management Systems

SUBRECIPIENT certifies that its financial management systems conform to the standards set forth in 2 CFR Part 2400 Uniform Administrative Requirements, Cost 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 2400 Uniform Administrative Requirements, Cost;
- 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: New Beginnings Counseling Center

Authorized Representative: Kristine Schwarz, Executive Director


Signature


Date

EXHIBIT F

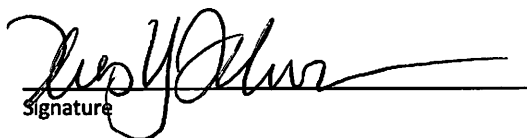
Certification of Standards for Financial Management Systems

SUBRECIPIENT certifies that its financial management systems conform to the standards set forth in 2 CFR Part 2400 Uniform Administrative Requirements, Cost 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 2400 Uniform Administrative Requirements, Cost;
- 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: New Beginnings Counseling Center

Authorized Representative: Kristine Schwarz, Executive Director


Signature

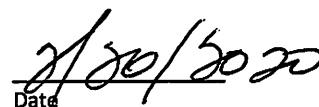

Date

EXHIBIT F

Certification of Standards for Financial Management Systems

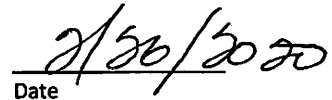
SUBRECIPIENT certifies that its financial management systems conform to the standards set forth in 2 CFR Part 2400 Uniform Administrative Requirements, Cost by providing for and incorporating the following:

- 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 2400 Uniform Administrative Requirements, Cost;
- 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: New Beginnings Counseling Center

Authorized Representative: Kristine Schwarz, Executive Director


Signature


Date

State Terms and Conditions

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

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

1. Commencement of Work and Completion Dates

- A. SUBRECIPIENT agrees that the Work shall not commence, nor any costs to be paid with California Emergency Solutions and Housing (CESH) and/or Homeless Emergency Aid Program (HEAP) funds be incurred or obligated by any party prior to execution of this Agreement by the COUNTY, completion of all required environmental clearances, compliance with the applicable conditions of this Agreement, and not before receipt of award notification letter from COUNTY.
- B. SUBRECIPIENT agrees that the Work shall be completed by the expiration date specified in this Agreement and that the Scope of Work will be provided for the full term of this Agreement.

2. Sufficiency of Funds and Termination

- A. The COUNTY may, by written notice to SUBRECIPIENT, terminate this Agreement, at any time for cause. Cause shall consist of: violations of any terms and/or special conditions of this Agreement; the Federal Statutes; the Federal Regulations; or the State Regulations; withdrawal of the State's expenditure authority. Upon termination of this Agreement, unless otherwise approved in writing by the COUNTY, any unexpended funds received by the SUBRECIPIENT shall be returned to the COUNTY within thirty (30) days of the Notice of Termination.
- B. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if the Agreement were executed after the determination was made.
- C. This Agreement is valid and enforceable only if sufficient funds are made available to the COUNTY by the STATE and/or United States Government for the purposes of this Program. In addition, this Agreement is subject to any additional restrictions, limitations or conditions, or statute, regulations or any other laws, whether federal or those of the State of California, or of any agency, COUNTY, or any political subdivision of the federal or the State of California governments, which may affect the provisions, terms or funding of this Agreement in any manner.
- D. It is mutually agreed that if the Congress does not appropriate sufficient funds for the Program, this Agreement shall be amended to reflect any reductions in funds.

EXHIBIT G

3. Transfers

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

4. Contractors and Subcontractors

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

A. The Agreement between the COUNTY and any SUBRECIPIENT shall require that any Contractor or Subcontractor to:

- 1) Perform the Work in accordance with Federal, State and local housing and building codes, as applicable.
- 2) Comply with the labor standards described in this Exhibit, Paragraph 13, as applicable. In addition to the requirements of this Exhibit, all Contractors and subcontractors must comply with the provisions of the California Labor Code, as applicable.
- 3) Comply with all applicable Equal Opportunity Requirements, more fully described in this Agreement under Section IX, PERSONNEL AND PARTICIPANT CONDITIONS.
- 4) Maintain at least the minimum COUNTY and State-required worker's compensation insurance for those employees who will perform the Work or any part of it.
- 5) Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount to be determined by the State which is reasonable to compensate any person, firm, or corporation who may be injured or damaged by the Contractor or any subcontractor in performing the Work or any part of it.
- 6) Agree to include all the terms of this Agreement in each subcontract, and that all requirements set forth in this Agreement apply between the SUBRECIPIENT and any Contractor or Subcontractor.

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5. Liability Insurance

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

6. Inspections

- A. SUBRECIPIENT shall inspect any Work performed hereunder to ensure that the Work is being and has been performed in accordance with the applicable Federal, State and/or local requirements, and this Agreement.
- B. The COUNTY and State reserves the right to inspect any Work performed hereunder to ensure that the Work is being and has been performed in accordance with the applicable Federal, State and/or local requirements, and this Agreement.
- C. SUBRECIPIENT agrees to require that all Work that is determined based on such inspections not to conform to the applicable requirements will be corrected by SUBRECIPIENT and that COUNTY will withhold payments to the SUBRECIPIENT until it is corrected.

7. Audit/Retention and Inspection of Records

- A. SUBRECIPIENT agrees to maintain accounting books and records in accordance with Generally Accepted Accounting Standards. SUBRECIPIENT agrees that the COUNTY, the STATE Department of General Services, the Bureau of State Audits, or their designated representatives, shall have the right to review and copy any records and supporting documentation pertaining to the performance of this Agreement. SUBRECIPIENT agrees to maintain such records for possible audit for minimum of ten (10) years from the execution date of this Agreement. SUBRECIPIENT agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of employees who might reasonably have information related to such records. Further, SUBRECIPIENT agrees to include a similar right of the COUNTY and State to audit records and interview staff in any subcontract related to performance of this Agreement.
- B. The audit shall be performed by a qualified State, local or independent auditor. SUBRECIPIENT shall notify the COUNTY of the auditor's name and address immediately after the selection has been made. The contract for audit shall include a clause which permits access by the COUNTY and State to the independent auditor's working papers.
- C. SUBRECIPIENT shall comply with the audit requirements contained in 2 CFR 200 Subpart F.

EXHIBIT G

8. Monitoring Grant Activities

- A. COUNTY shall monitor the SUBRECIPIENT activities to ensure compliance with federal and State requirements. An onsite monitoring visit of SUBRECIPIENT may occur whenever determined necessary by the COUNTY, but at least once during the grant period.
- B. The COUNTY will monitor the performance of the SUBRECIPIENT based on a risk assessment and according to the terms of this Agreement.
- C. The COUNTY will monitor the performance of SUBRECIPIENT and funded projects based on the performance measures used by the CESH/HEAP program. In the event that project-level or system-wide performance consistently remains in the lowest quartile compared to all participating Service Areas in the Continuum of Care allocation, the COUNTY will work collaboratively with the SUBRECIPIENT to develop performance improvement plans which will be incorporated into this Standard Agreement and other agreements required under 25 CCR Section 8403.
- D. If it is determined that a SUBRECIPIENT falsified any certification, application information, financial, or contract report, the SUBRECIPIENT shall be required to reimburse the full amount of the CESH/HEAP award to the COUNTY, and may be prohibited from any further participation in the CESH/HEAP program.
- E. As requested by the COUNTY, the SUBRECIPIENT shall submit to the COUNTY all CESH/HEAP monitoring documentation necessary to ensure that SUBRECIPIENT is in continued compliance with State CESH/HEAP requirements. Such documentation requirements and the submission deadline shall be provided by the COUNTY at the time such information is requested from the SUBRECIPIENT.

9. Waivers

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

10. Litigation

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

EXHIBIT G

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

11. Compliance with State Law and Regulations

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

12. Environmental Requirements

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

13. Prevailing Wages

- A. Where funds provided through this Agreement are used for construction work, or in support of construction work, SUBRECIPIENT shall ensure that the requirements of Chapter 1 (commencing with Section 1720) of Part 7 of the Labor Code (pertaining to the payment of prevailing wages and administered by the California Department of Industrial Relations) are met.
- B. For the purposes of this requirement "construction work" includes but is not limited to rehabilitation, alteration, demolition, installation or repair done under contract and paid for, in whole or in part, through this Agreement. All construction work shall be done through the use of a written contract with a properly licensed building Contractor incorporating these requirements (the "construction contract"). Where the construction contract will be between the SUBRECIPIENT and a licensed building Contractor, SUBRECIPIENT shall serve as the "awarding body" as defined in the Labor Code. Where the SUBRECIPIENT will provide funds to a third party that will enter into the construction contract with a licensed building Contractor, the third party shall serve as the "awarding body".
- C. The construction contract and any amendments thereto shall be subject to the prior written approval of the COUNTY. Prior to any disbursement of funds, including but not limited to release of any final retention payment, the COUNTY may require a certificate from the awarding body that prevailing wages have been or will be paid when required by Section 1720 et. seq. of the Labor Code.

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14. **Eligible Activities**

- A. State CESH/HEAP funds awarded by the COUNTY shall be used for the eligible activities set forth in Exhibit B as permitted under federal (24 CFR Part 576.103, 105-106, 400) and State regulations (25 CCR Section 8409, Health and Safety Code, Part 2 of Division 31 Chapter 2.8, Sections 50490 – 50490.5, and Welfare and Institutions Code Division 8, Chapter 6.5 8255 (b)). The following additional limitations or requirements shall apply.

15. **Core Practices**

All CESH/HEAP-funded activities shall operate in a manner consistent with the requirements of 25 CCR 8409, including but not limited to use of a homeless coordinated entry system, housing first practices, and progressive engagement practices.

16. **Core Components of Housing First**

All CESH/HEAP-funded activities shall operate in a manner consistent with the requirements of Welfare and Institutions Code Division 8, Chapter 6.5 8255 (b), referred to as “Core Components of Housing First”, including but not limited to, use of a homelessness coordinated entry system, housing first practices, and progressive engagement practices.

17. **Reporting and Recordkeeping**

- A. By July 15 of each year, SUBRECIPIENT shall submit an Annual Performance Report to the COUNTY. In accordance with federal reporting requirements, the report will include, but will not be limited to beneficiary data.
- B. No less than once per quarter but not more often than monthly, SUBRECIPIENT shall provide COUNTY with a CESH/HEAP Program Quarterly Status Report, for which a sample is attached hereto as Exhibit D, on or before the tenth day of October, January, April, and July, setting forth its activities for the previous quarter. Further, should the State require additional reports, SUBRECIPIENT agrees to submit in a timely fashion in a manner and format approved by the COUNTY and State. A close-out-of-grant report shall be submitted within forty-five (45) days after the end of the reporting period.
- C. SUBRECIPIENT shall manage and maintain all client data information using a Homeless Management Information System (HMIS) or comparable data system (defined as a separate data system that collects required HMIS and CESH/HEAP data elements and complies with HUD Data and Technical Standards). SUBRECIPIENT shall collect all program data elements using the HMIS and comply with all reporting requirements.
- D. SUBRECIPIENT shall maintain all fiscal and program records pertaining to the Grant for a period of ten (10) years from the date of execution of the Standard Agreement.
- E. SUBRECIPIENT shall submit required reports on forms approved by the County.