

**SUBRECIPIENT AGREEMENT
BETWEEN
COUNTY OF SANTA BARBARA
AND
GOOD SAMARITAN SHELTER**

Prevention, Diversion, and Rehousing Program

THIS SUBRECIPIENT AGREEMENT ("Agreement") is made and entered into by and between the County of Santa Barbara (the "COUNTY"), a political subdivision of the State of California, and Good Samaritan Shelter, a California nonprofit public benefit corporation, whose address is 400 W. Park Avenue, Santa Maria, CA 93456 (the "CONTRACTOR" or "Subrecipient" and, together with the COUNTY, collectively, the "Parties" and each individually a "Party").

WITNESSETH THAT

WHEREAS, COUNTY of Santa Barbara was awarded Round 3 Housing and Homelessness Incentive Program ("HHIP") CenCal Sustainable Solutions funding in the amount of \$200,000 ("HHIP Funds") for the staff salaries and benefits for .5 FTE Program Manager, and .5 FTE Housing Program Specialist for a Prevention, Diversion, and Rehousing Program ("PDR Program") for 2 years; and

WHEREAS, the Board of Supervisors authorized the Director of the COUNTY's Community Services Department ("CSD") to execute, on behalf of the County as the lead agency of the Santa Barbara County Continuum of Care ("CoC"), a Housing and Homeless Incentive Program Funding Agreement by and between the CoC and the Santa Barbara San Luis Obispo Regional Health Authority, doing business as CenCal Health ("CenCal") governing the use of the HHIP Funds to support the PDR Program, a copy of which is attached hereto as Exhibit F ("CenCal Agreement"); and

WHEREAS, CONTRACTOR operates a PDR Program and provides PDR Program services to homeless persons in Santa Barbara County; and

WHEREAS, the Board of Supervisors finds that the services provided by CONTRACTOR's PDR Program are necessary to meet the social needs of the population of Santa Barbara County; and

WHEREAS, CONTRACTOR has experience, knowledge, and skill to provide such PDR services; and

WHEREAS, COUNTY desires to provide, and CONTRACTOR desires to accept, \$110,000 in HHIP Funds to provide PDR Program services, including operation of a bilingual housing access line to quickly engage clients to prevent loss of housing; and

WHEREAS, COUNTY, through CSD will oversee CONTRACTOR's performance and conduct the review, approval, and payment of invoices hereunder.

NOW, THEREFORE, the Parties agree that the above recitals are true to the best of their knowledge and, in consideration of the mutual covenants and conditions contained herein, the parties hereto agree as follows.

1. DEFINITIONS

The following terms have the following meanings wherever used in this Agreement, including exhibits attached hereto and other documents incorporated into this Agreement by reference:

“Administrative Costs” mean the costs associated with accounting for the use of funds under this Agreement, preparing reports for submission to COUNTY, similar costs related to administering funds under this Agreement, and staff salaries associated with these administrative costs.

“Agreement” means this legally binding contract entered by and between COUNTY and CONTRACTOR, including all Exhibits attached hereto and incorporated herein.

“COUNTY” means the County of Santa Barbara, a political subdivision of the State of California.

“Eligible Costs” mean Essential Services Costs incurred by CONTRACTOR during the Term.

“Essential Services Costs” mean costs incurred by CONTRACTOR, in accordance with this Agreement and in connection with the PDR Program, for the provision of, or referral to, services concerned with housing, employment, health, education, family support services, substance abuse services, victim services, or mental health services. “Essential Services Costs” shall include CONTRACTOR’s payment of salaries and benefits to CONTRACTOR’s staff providing such PDR Program services on behalf of CONTRACTOR.

“Homeless” means any of the following: (i) an individual or family who lacks a fixed, regular, and adequate nighttime residence; (ii) an individual or family who will imminently lose their primary nighttime residence; or (iii) any individual or family who is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member.

“At Risk” means an individual or family who:

1. Has an annual income below 30 percent of Median Family Income (MFI) for the area that includes Santa Barbara County, as determined by HUD;
2. Does not have sufficient resources or support networks (e.g., family, friends, faith-based or other social networks) immediately available to a) prevent such individual or family from losing their a fixed, regular, and adequate nighttime residence, or b) provide support that would obviate the need for such individual or family to move to an emergency shelter; and
3. Meets one of the following conditions:
 1. Has moved, because of economic reasons, two or more times during the 60 days immediately preceding their application for homelessness prevention assistance;
 2. Is living in the home of another because of economic hardship;
 3. Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of their application for assistance;
 4. Lives in a hotel or motel, and the cost of the hotel or motel stay is not paid by charitable organizations or by Federal, State, or local government programs for low-income individuals;
 5. Lives in a single-room occupancy or efficiency apartment unit in which more than two persons reside, or lives in a larger housing unit in which more than 1.5 persons reside per room, as defined by the U.S. Census Bureau;

6. Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or
7. Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the COUNTY's approved consolidated plan.

"Program" means the provision of PDR Program services, as set forth in the Statement of Work.

"Services" means the services to be provided by CONTRACTOR hereunder.

"Statement of Work" means the Statement of Work attached hereto as Exhibit A and incorporated herein by reference.

2. CONTRACT ADMINISTRATION

The CSD Director, or his designee, shall have full authority to act for COUNTY in the administration of this Agreement on behalf of COUNTY.

3. SCOPE OF SERVICES

CONTRACTOR will perform all of the Services set forth in Exhibit A to this Agreement ("Services").

4. REPORTING

CONTRACTOR shall provide COUNTY with a Quarterly Status Report, in the form attached hereto as Exhibit D and incorporated herein by reference, within thirty (30) days of the end of each quarter during the Term, setting forth CONTRACTOR's activities hereunder for the immediately preceding quarter.

5. TIME OF PERFORMANCE

The term of this Agreement shall begin on July 1, 2025 ("Effective Date"), and shall terminate on June 30, 2027, unless earlier terminated in accordance with the provisions of this Agreement ("Term").

6. COMPENSATION

- A. COUNTY will pay CONTRACTOR, on a reimbursement and performance basis, as set forth in Section 7, below, an amount not to exceed the sum of One Hundred Ten Thousand Dollars (\$110,000), payment of which shall constitute full and complete compensation for Services provided hereunder.
- B. CONTRACTOR may receive payment under this Agreement in the form of reimbursements for Eligible Costs incurred by CONTRACTOR in the performance of Services in accordance with Exhibit A and the following Eligible Costs:

- i) Essential Services Cost- Staff Salaries and Benefits

Costs other than Eligible Costs, such as fund raising and public relations costs, are not reimbursable under this Agreement.

- C. COUNTY shall have no responsibility to pay for costs other than Eligible Costs specifically set forth in Exhibit A to this Agreement. Further, CONTRACTOR understands that COUNTY makes no commitment to provide any payment to CONTRACTOR beyond the Term of this Agreement.

7. METHOD OF PAYMENT

- A. CONTRACTOR shall receive reimbursement for Eligible Costs, subject to availability of funds to the COUNTY, and subject to all other provisions of this Agreement.
- B. CONTRACTOR shall submit to COUNTY invoices reflecting Eligible Costs reasonably and actually incurred by CONTRACTOR ("Invoices"), along with duly completed Quarterly Status Reports and supporting documentation, within thirty (30) days of the end of the quarter during the Term in which such Eligible Costs were incurred by CONTRACTOR.
- C. CONTRACTOR shall submit an Expenditure Summary and Payment Request ("ESPR"), in the form attached hereto as Exhibit E and incorporated herein by reference, in connection with each Invoice and request for reimbursement from the County for Eligible Costs hereunder. Invoices shall be in form and detail satisfactory to COUNTY. Invoices shall be accurate and complete in all respects and submitted in accordance with Section 7.B, above. If inaccurate or incomplete Invoices are submitted to COUNTY, COUNTY may reject such Invoices and require CONTRACTOR to correct or clarify such Invoices until deemed acceptable by COUNTY. CONTRACTOR shall submit to COUNTY a Quarterly Status Report concurrently with each request for reimbursement hereunder.

8. DISBURSEMENT OF FUNDS

COUNTY shall disburse funds under this Agreement to CONTRACTOR for reimbursement for Eligible Costs within thirty (30) days of CONTRACTOR's submission of a satisfactory ESPR, Invoice, and Quarterly Status Report in accordance with Section 7.C. of this Agreement.

9. WITHHELD PAYMENTS

Payments to CONTRACTOR may be withheld by COUNTY if CONTRACTOR fails to comply with any of the provisions of this Agreement.

10. FISCAL ACCOUNTABILITY

- A. CONTRACTOR agrees to manage money received under this Agreement in accordance with generally accepted accounting principles, and to submit requests for reimbursement hereunder only for Eligible Costs.
- B. CONTRACTOR must establish and maintain on a current basis an accrual accounting system in accordance with generally accepted accounting principles and standards. Further, CONTRACTOR must develop an accounting procedures manual. Said manual shall be made available to COUNTY upon request or during fiscal monitoring visits during the Term.
- C. Checks, payrolls, or other accounting documents shall be clearly identified and readily made available to COUNTY. All accounting records and supportive documentation shall be made available to COUNTY at CONTRACTOR's main accounting office at all times during the Term.

11. REVENUE DISCLOSURE REQUIREMENT

Upon request by COUNTY, CONTRACTOR shall file with COUNTY a written statement listing all revenues received, or expected to be received, by CONTRACTOR from federal, state, county, or city sources, or other governmental sources with respect to CONTRACTOR's PDR Program ("Program"). Such statement shall reflect the dollar amount of funding provided, or to be provided, by each and every governmental agency for the Program, and the full name and address of each governmental agency providing such funding.

12. JOINT FUNDING

COUNTY shall not reimburse CONTRACTOR for any costs incurred by CONTRACTOR that has been or will be paid with other funds, including funds disbursed pursuant to a separate agreement with the County. If COUNTY determines that it has paid for any costs hereunder that have also been paid for with other funds ("Ineligible Costs"), CONTRACTOR shall reimburse to COUNTY the full amount of all such funds paid for Ineligible Costs.

13. INTEREST EARNED

No interest shall be earned on any funds paid to CONTRACTOR under this Agreement.

14. NOTICES

All notices under this Agreement shall be delivered in writing. Notices to CONTRACTOR under this Agreement shall be sent to CONTRACTOR's representative at the following address, or such other address as CONTRACTOR may designate in writing in accordance with this Section 14 from time to time during the Term:

Sylvia Barnard, Executive Director
Good Samaritan Shelter
400 W. Park Avenue
Santa Maria, CA 93456

Notices, reports and statements to COUNTY shall be delivered or sent to the Director of CSD, or his designee, at the following address, or such other address as COUNTY may designate in writing in accordance with this Section 14 from time to time during the Term:

Jesús Armas, Director
Santa Barbara County Community Services Department
123 E. Anapamu Street, 2nd Floor, Suite 202
Santa Barbara, CA 93101

15. INDEPENDENT CONTRACTOR

Both Parties in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one Party shall not be deemed or construed to be the agents or employees of the other Party for any purpose whatsoever, including workers' compensation liability.

16. GRIEVANCE PROCEDURES

CONTRACTOR shall establish and implement a program for the resolution of any grievance or disagreement that a Program participant may have with another Program participant or with CONTRACTOR staff regarding Services provided under this Agreement. CONTRACTOR shall maintain documentation of all such grievances, including a description of each grievance and of the resolution or disposition of such grievance, which documentation shall be retained in a central dispute or grievance file maintained by CONTRACTOR, and which shall be made available to COUNTY upon request.

17. SUBCONTRACTS

A. All subcontracts under this Agreement must be approved in advance by CSD in writing, including purchase agreements, lease or rental agreements (excluding real property agreements), third-party agreements, consultant services subcontracts, and construction subcontracts that are paid with funds provided under this Agreement. Each subcontract entered into in connection with this Agreement shall:

- i) Be in writing;
- ii) Be subject to the terms and conditions set forth in this Agreement and contain the applicable provisions of this Agreement;
- iii) Specifically prohibit assignment or transfer of such subcontractor or any interest or obligation thereunder without prior written approval by CSD;
- iv) Specifically provide proof, when applicable, of all necessary qualifications, permits, and business licenses; and
- v) Specifically provide parties to the subcontract a full description of the exact scope of Services to be performed, the length of time, and compensation for services rendered.

- B. CSD's approval of any subcontract(s) under this Agreement shall not be construed as such subcontract(s)'s compliance with Federal, State, and local laws, ordinances, regulations, directives and guidelines, or as a waiver of COUNTY's rights to challenge such subcontract(s). CSD's approval of any such subcontract shall not be construed as COUNTY's determination that any costs incurred in connection with such subcontract are Eligible Costs. Further, CSD's approval of any such subcontract shall not bind or obligate COUNTY to the terms of such subcontract, nor shall CSD's approval of any such subcontract make COUNTY a promisor, guarantor, or surety of CONTRACTOR's performance of such subcontract.
- C. Under no circumstances shall CONTRACTOR enter a subcontract in connection with any Services providing for compensation on a cost-plus-percentage basis.
- D. Eligible Costs pertaining to subcontracts shall be supported by properly executed documents evidencing in detail the nature of such costs, including, but not limited to, receipts and invoices, which comply with invoicing provisions of this Agreement, including, but not limited to, Section 7.

18. PROGRAM MONITORING

- A. COUNTY shall monitor CONTRACTOR's performance and may conduct Program evaluations, which may include, but are not limited to, a review of the effectiveness and impact of the Program and the internal systems such as reporting tools, tracking systems and techniques developed by CONTRACTOR to serve Homeless and At Risk persons, at any time during the Term. COUNTY shall provide written notice to CONTRACTOR for each visit at least fifteen (15) days prior to such visit, observe client confidentiality rules provided to COUNTY in writing in advance by CONTRACTOR, and shall have the right of unlimited access to all activities and facilities operated by CONTRACTOR under this Agreement.
- B. Facilities for the purpose of Subsection 18.A, above, include all files, records, and other documents in connection with, or related to the performance of, this Agreement. Activities include attendance at staff meetings, board of directors' meetings, advisory committee meetings, and advisory board meetings, and observation of on-going Program functions. CONTRACTOR shall ensure the cooperation of its staff, contractors, subcontractors, and board members in providing complete access to COUNTY.
- C. Monitoring visits will consist of announced visits focusing on the extent to which the Program has been implemented, effectiveness of Program administration, and management.

19. AUDITS AND INSPECTIONS

- A. COUNTY reserves the right to dispatch auditors of COUNTY's choosing to any site where the Program is being conducted, controlled, or advanced in any way, including, but not limited to, the principal

office, any branch office, or other locations of CONTRACTOR if such site or the activities performed thereon have any relationship to the Program. COUNTY shall provide written notice to CONTRACTOR for all such visits at least fifteen (15) days prior to such visit.

- B. CONTRACTOR shall make available to COUNTY at all times during the Term of this Agreement, and for a period of five (5) years thereafter, for the purpose of audit or inspection, any and all books, financial documents, papers, records, property, and premises of CONTRACTOR. CONTRACTOR's staff will cooperate fully with auditors with respect to such audits and examinations of CONTRACTOR's Program.
- C. COUNTY may request, at any time and in COUNTY's discretion, audits of CONTRACTOR's performance under this Agreement. This Section 19 shall survive the expiration or termination of this Agreement.

20. AUDIT FINDINGS

- A. CONTRACTOR agrees that in the event the Program is audited by independent auditors, COUNTY, federal, state, or any other local audit agencies or governmental entities, CONTRACTOR shall be solely responsible for the consequences of all audit finding(s) and complying with all required corrective actions. In the event that such audit findings have a fiscal impact on COUNTY, CONTRACTOR shall fully indemnify, defend, and hold harmless and pay COUNTY the full amount of COUNTY costs resulting from such finding(s).
- B. If any audit findings indicate misappropriation or misapplication of the funds under this Agreement, COUNTY may require further or additional audits, and the costs of all such audits shall be borne solely by CONTRACTOR and are not reimbursable hereunder.
- C. In the event that an audit raises questions regarding the eligibility of costs that have been reimbursed hereunder, COUNTY shall notify and provide CONTRACTOR the opportunity to demonstrate the eligibility of such costs prior to making a final determination of disallowed costs.
- D. Upon a final determination of disallowed costs, if any, CONTRACTOR shall repay to COUNTY the full amount of all such disallowed costs within sixty (60) days after issuance of COUNTY's final determination of disallowed costs with respect to such disallowed costs.

21. RECORDS

- A. CONTRACTOR shall maintain records in connection with this Agreement in accordance with requirements set forth in this Agreement and otherwise by COUNTY, including, but not limited to, with respect to all subcontracts. Except where otherwise required by law to be retained for a longer period of time, such records shall be retained by CONTRACTOR within Santa Barbara County for a period of five (5) years after receipt of final payment under this Agreement, unless authorization to remove them earlier is granted in writing by COUNTY and all other agencies that may otherwise require the retention of such records. Such records shall be made available to COUNTY for copying, audit, and inspection at any time during normal business hours.
- B. At such times and in such forms as COUNTY may require, CONTRACTOR shall furnish to COUNTY such statements, records, reports, financial data and information as COUNTY may request pertaining to matters in connection with this Agreement and any subcontract.

22. INSURANCE

CONTRACTOR certifies and warrants that CONTRACTOR is, and shall at all times during the Term remain, in compliance with the insurance requirements set forth in Exhibit C, attached hereto and incorporated herein by reference.

23. INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend, and save harmless COUNTY as set forth in Exhibit C.

24. COMPLIANCE WITH LAWS AND REGULATIONS

CONTRACTOR shall at all times during the Term comply with all applicable Federal, State, and local laws, ordinances, and regulations, and all directives and guidelines pertaining to the performance of this Agreement, including, but not limited to, the CenCal Agreement (collectively, "Applicable Laws"), and shall maintain all licenses and permits required by Applicable Laws. CONTRACTOR further certifies and warrants that it shall comply with all Applicable Laws as they currently exist and as they may be amended during the Term.

25. ASSIGNMENT

CONTRACTOR shall not assign or otherwise transfer, directly or indirectly, whether by operation of law or otherwise ("Transfer"), this Agreement or any of CONTRACTOR's rights or obligations hereunder, without the express prior written consent of COUNTY in each instance. Any attempted or purported Transfer by CONTRACTOR in violation of the first sentence of this Section 25 shall be null and void and shall constitute a material breach of this Agreement.

26. LIMITATION OF CORPORATE ACTS

CONTRACTOR shall not take any steps to dissolve, transfer any assets derived from funds provided hereunder, or take any other steps which may materially affect the performance of this Agreement without first notifying COUNTY in writing. CONTRACTOR shall notify COUNTY in writing within forty-eight (48) hours of any change in CONTRACTOR's legal name.

27. CONFLICT OF INTEREST

CONTRACTOR covenants that CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed or otherwise engaged by CONTRACTOR.

28. DISCRIMINATION

No person shall, on the grounds of race, ethnicity, sex, creed, color, religion, age, sexual orientation, disability or national origin, be excluded from participation in, be refused the benefits of, or otherwise be subject to discrimination in any activities, program or employment supported by this Agreement. This Agreement is subject to COUNTY's anti-discrimination ordinance set forth as Santa Barbara County Code Sections 2-94 through 2-98, all as may be amended, which is hereby incorporated by reference.

29. AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT PRACTICES

CONTRACTOR shall make every effort to provide equal employment and career advancement opportunities for minorities, women and small businesses. In addition, CONTRACTOR shall make every effort to employ residents of the area in which this Program is located and shall keep a record of the positions that have been created directly as a result of this Program.

30. NEPOTISM

CONTRACTOR shall not hire nor permit the hiring of any person to fill a position funded in part or in whole through this Agreement if a member of that person's immediate family is employed in an administrative capacity by CONTRACTOR. For the purpose of this section, the term "immediate family" means spouse, child, mother, father, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, aunt, uncle, niece, nephew, stepparent and stepchild. The term "administrative capacity" means having selection, hiring, fiscal, supervisory or management responsibilities, including but not limited to serving on the governing body of CONTRACTOR.

31. RELIGIOUS AND POLITICAL ACTIVITIES

CONTRACTOR agrees that funds under this Agreement will be used exclusively for performance of the Services, and that no funds made available under this Agreement shall be used to promote religious or political activities. Further, CONTRACTOR agrees that it will not perform, nor permit to be performed, any religious or political activities in connection with the performance of this Agreement.

32. AMERICANS WITH DISABILITIES ACT

CONTRACTOR agrees to comply with the requirements of the Americans with Disabilities Act ("ADA") (42 U.S.C., § 12101 et seq.), and all implementing regulations, all as may be amended, and to ensure that the Program and facilities in which the Program is conducted are accessible to and usable by persons with disabilities. CONTRACTOR further agrees to provide for reasonable accommodations to allow qualified persons with disabilities to have access to and participate in its programs, services and activities in accordance with the provisions of the ADA. CONTRACTOR attests that it has adopted and is enforcing Certification Regarding Compliance with the Americans with Disabilities Act consistent with the form attached hereto as Exhibit B and incorporated herein by this reference.

33. CITIZEN PARTICIPATION

CONTRACTOR shall promptly provide all Program data necessary for COUNTY to provide reports to citizens regarding the subject matter of this Agreement. CONTRACTOR's representatives shall be available to respond to questions, receive recommendations, and attend meetings when so requested by the Director of CSD or his or her designee.

34. PROGRAM CHANGES

In the event that CONTRACTOR wishes to make changes to the Program, prior written approval by COUNTY is required. CONTRACTOR shall request approval for all Program changes in advance in writing to COUNTY.

35. AMENDMENTS

This Agreement, together with Exhibits A through F, embodies the whole of the agreement of the parties hereto with respect to the subject matter hereof. No amendment or modification to this Agreement shall be effective unless in writing executed by both CONTRACTOR and COUNTY. No oral conversation between any employee, officer, or agent of the parties shall modify or be deemed to be a binding interpretation of any of the terms or conditions of this Agreement.

36. WAIVERS

A. No waiver by COUNTY of a breach of any provision of this Agreement shall be deemed for any purpose to be a waiver of breach of any other provision hereof, or of a continuing or subsequent breach of the same provision.

- B. COUNTY's failure to discover or object to any unsatisfactory work or invoices prior to payments made under this Agreement will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or invoices or seek any other legal remedy.

37. BREACH

Subject to Section 41 of this Agreement, in the event either party fails to perform, in whole or in part, any promise, covenant, or agreement herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies at law or equity including termination of this Agreement and specific performance. Said rights and remedies are cumulative except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

38. DEFAULTS

Should CONTRACTOR fail to comply with the terms of this Agreement, COUNTY will provide written notice to CONTRACTOR identifying specific items of noncompliance. If CONTRACTOR fails to deliver within fifteen (15) days an acceptable written response and work plan to correct the default, or fails to correct such default to COUNTY's satisfaction with the timeframe specified by COUNTY in such notice of noncompliance, COUNTY shall have the right to:

- i) Reduce funding;
- ii) Make changes in the scope of services of this Agreement;
- iii) Place CONTRACTOR on probation status; and/or
- iv) Suspend payments;

This Section 38 shall not otherwise limit, restrict, or otherwise affect COUNTY's ability to terminate this Agreement.

39. TERMINATION

- A. This Agreement may be terminated with or without cause at any time by either party hereto upon giving thirty (30) day notice in writing to the other party.
- B. COUNTY may immediately terminate this Agreement, in COUNTY's discretion, upon the termination or reduction of funding available to the COUNTY for the Program, or if for any reason the timely completion of the Services under this Agreement is rendered infeasible or impossible.
- C. This Agreement may also be terminated or suspended in COUNTY's sole discretion for actions and behavior by CONTRACTOR that undermines the integrity of the Program, including but not limited to client, child and staff endangerment, inappropriate and reckless staff behavior and health code violations.
- D. Any disposal of property, documents, data, studies, reports and records purchased or prepared by CONTRACTOR under this Agreement shall comply with all Federal, State, and local laws, ordinances, regulations, directives and guidelines and be done in accordance with this Agreement.
- E. In the event that CONTRACTOR ceases or intends to cease to operate, (i.e. dissolution of corporate status, declaration of bankruptcy, etc.) CONTRACTOR shall provide COUNTY copies of all records relating to this Agreement prior to taking the first action in furtherance of ceasing operations but in any event no later than prior to ceasing operations.

- F. Upon satisfactory completion of all closeout activities, COUNTY shall determine the total amount of compensation that shall be paid to CONTRACTOR for any unreimbursed Eligible Costs incurred in the satisfactory performance of this Agreement.
- G. COUNTY may withhold any payments due to CONTRACTOR until such time as the exact amount of damages resulting from CONTRACTOR's breach is determined.
- H. Subsections D, E, F G, and H shall survive the expiration or termination of this Agreement.

40. NOTICE OF TERMINATION

In the event that this Agreement is terminated prior to its expiration, CONTRACTOR shall immediately notify all of its employees and Program participants and shall notify in writing COUNTY and any parties subcontracted under this Agreement within five (5) working days after the termination of this Agreement.

41. EFFECT OF LEGAL JUDGMENT

Should any covenant, condition or provision herein contained be held to be invalid by final judgment in any court of competent jurisdiction, the invalidity of such covenant, condition or provision shall not in any way affect any other covenant, condition or provision herein contained.

42. CHOICE OF LAW GOVERNING THIS AGREEMENT

This Agreement shall be interpreted under and be governed by the laws of the State of California, except for those provisions relating to choice of law or those provisions preempted by federal law.

43. CONTRACT

This Agreement consists of this document and Exhibits A through E attached hereto (collectively, the "Exhibits" and each an "Exhibit"), which together constitute the entire understanding and agreement of the parties hereto with respect to the subject matter hereof.

44. AUTHORIZATION WARRANTY

CONTRACTOR represents and warrants that the signatories to this Agreement are duly authorized to bind CONTRACTOR hereunder, and that all corporate acts necessary for the effective execution of this Agreement have been accomplished.

45. NO THIRD-PARTY BENEFICIARIES

There are no third-party beneficiaries to this Agreement.

46. COUNTERPARTS

This Agreement may be executed by the Parties electronically and in counterparts, which counterparts shall be constructed together and have the same effect as if all the Parties had executed the same instrument.

IN WITNESS WHEREOF,

the parties hereto have executed this Agreement to be effective as of the Effective Date.

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

"COUNTY"
COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

By: _____
Laura Capps
Chair, Board of Supervisors

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

Signed by:
By: Shawna Jorgensen
DF6DB6D7D6344E6...
Deputy Auditor-Controller
Shawna Jorgensen

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

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

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

APPROVED AS TO FORM:
GREG MILLIGAN
RISK MANAGEMENT

Signed by:
By: Greg Milligan
05F555F00269466...
Risk Manager

"CONTRACTOR"
GOOD SAMARITAN SHELTER

Signed by:
By: Sylvia Barnard
FB90BAA97CA34C1...
Sylvia Barnard, Chief Executive Officer and Executive Director

EXHIBIT A

Statement of Work

Prevention, Diversion, and Rehousing Program

Program Description

CONTRACTOR's Prevention, Diversion, and Rehousing ("PDR") Program Services include case management, housing navigation, and the administration of limited financial assistance as available. CONTRACTOR's case managers shall work with Homeless and At Risk Program participants ("clients" and each a "client") to prevent loss of housing and address barriers to re-housing with urgency to divert families and individuals from the shelter system.

CONTRACTOR's Primary Responsibilities

1. Provision of PDR Services to clients including:
 - a. Screen all clients for Medi-Cal enrollment. If a client is not yet enrolled, client will be referred to the county DSS to check eligibility and Medi-Cal enrollment.
 - b. Refer eligible clients to Enhanced Care Management and/or Community Supports services.
 - c. Enter all data into HMIS/CES.
 - d. Case Management.
 - e. Housing Navigation.
 - f. PDR Hotline Operations.
 - g. Administration of Financial Assistance.
2. Administration of the Program, including:
 - a. Accounting for the use of funds under this Agreement, not to exceed an aggregate amount of \$110,000.
 - b. Administering funds under this Agreement.

EXHIBIT B

**Certification Regarding Compliance with the
Americans with Disabilities Act**

The undersigned certifies, that to the best of the undersigned's knowledge and belief, that:

CONTRACTOR is in compliance with and will continue to comply with the Americans with Disabilities Act 42 U.S.C., §§ 12101 et seq. and its implementing regulations, all as may be amended.

CONTRACTOR will provide for reasonable accommodations to allow qualified individuals with disabilities to have access to and participate in its programs, services, activities and facilities in accordance with the provisions of the Americans with Disabilities Act.

CONTRACTOR will not discriminate against persons with disabilities or against persons due to their relationship or association with a person with a disability.

CONTRACTOR will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when the parties entered into this transaction.

CONTRACTOR: Good Samaritan Shelter

Authorized Representative: Sylvia Barnard, Executive Director

Signed by:

Signature

6/12/2025 | 11:15 AM PDT

Date

EXHIBIT C**Indemnification and Insurance Requirements
(For All Contracts with Good Samaritan)****INDEMNIFICATION**

CONTRACTOR 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. CONTRACTOR'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

CONTRACTOR 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

CONTRACTOR 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 CONTRACTOR, 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 CONTRACTOR 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 CONTRACTOR'S profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.
5. **Sexual Misconduct Liability:** Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

If the CONTRACTOR 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 CONTRACTOR. 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 CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR'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 CONTRACTOR'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 CONTRACTOR, including its officers, directors, employees and agents, and CONTRACTOR 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, CONTRACTOR, 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 CONTRACTOR, 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 CONTRACTOR 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** – CONTRACTOR 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 CONTRACTOR'S obligation to provide them. The CONTRACTOR 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** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR 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 CONTRACTOR 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. CONTRACTOR 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 D



Quarterly Status Report

County of Santa Barbara
Community Services Department

Instructions: Submit this status report to H, Housing Program Specialist by email to sbrasel@countyofsb.org or fax to (805) 560-1091.

<input type="checkbox"/> Quarter 1	<input type="checkbox"/> Quarter 2	<input type="checkbox"/> Quarter 3	<input type="checkbox"/> Quarter 4
<input type="checkbox"/> Quarter 5	<input type="checkbox"/> Quarter 6	<input type="checkbox"/> Quarter 7	<input type="checkbox"/> Quarter 8

Agency	Good Samaritan Shelter	Contact Person	Alexis Nshamamba
Project	Prevention, Diversion, Rehousing Program	Phone Number	805-346-8185 x203
Contract #		Email Address	anshamamba@goodsamaritanshelter.org

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.

2. Narrative
Please provide an update on the overall status of the Prevention, Diversion, Rehousing Program. Describe the Program’s impact in addressing homelessness in your geographic area and any successes you wish to highlight.

3. Accomplishments

Performance Measures

	Goal (%)	Quarter			Year-to-Date		
		# of Participant s	# Meetin g Target	% Meetin g Target	# of Participant s	# Meetin g Target	% Meeting Target
Households served	150						
% of Households receiving prevention services retained housing or were rehoused	70%						

	Goal (%)	Quarter			Year-to-Date		
		# of Participant s	# Meetin g Target	% Meetin g Target	# of Participant s	# Meetin g Target	% Meeting Target
% of Households receiving diversion and re-housing services obtained permanent housing	60%						
% of adult participants increased earned income or cash benefits at project exit	80%						
% of project participants entering permanent housing retained permanent housing at 1 year	80%						
% of participants who obtained/increased non-cash benefits at project exit	60%						

Please describe any challenges you have encountered while working toward completion of your goals.

4. Race & Ethnicity Data

	Quarter	Program-to-Date
	Total	Total
RACE		
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		

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 Latino ²		
Not Hispanic or Latino		
Totals in ETHNICITY		

5. Submission Certification

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

Signature: _____ Date: _____

Name & Title: _____

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 E

EXPENDITURE SUMMARY AND PAYMENT REQUEST (ESPR)

Good Samaritan Shelter Prevention, Diversion, Rehousing Program
County of Santa Barbara Community Services Department

Agency Name: Good Samaritan Shelter DUNS #:
Project Name: Good Samaritan Shelter Prevention, Diversion, Rehousing Program
Address: 245 Inger Drive, Santa Maria, CA 93454
Contact Person: Sylvia Barnard Title: Executive Director
Email Address: goodsamshelter@gmail.com Phone #: 805-331-0877

ESPR Request #:
Date Submitted:
Report Period:
☐ Q1 ☐ Q5
☐ Q2 ☐ Q6
☐ Q3 ☐ Q7
☐ Q4 ☐ Q8
PO/Contract #:
HCD Project #:
IDIS Project ID:

Submit completed ESPR and required documentation to:

Staff Person: Sarah Brasel Title: Housing Program Specialist Senior
Email Address: sbrasel@countyofsb.org Phone #:

Grant Budget and Expenditures

Program Component	Activity	Budget	Previous Drawdowns	Requested Drawdown	New Available Balance
Supportive Housing	Services- Salaries and Benefits	\$ 110,000.00			\$ 110,000.00
Supportive Housing	Operations				\$ -
Supportive Housing	Indirect costs				\$ -
TOTAL		\$ 110,000.00	\$ -	\$ -	\$ 110,000.00

☐ 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

Samuel Walsh Accounting Supervisor
Name Title
Signature Date

Administrator / Executive Director

Hector Giron CFO
Name Title
Signature Date

Exhibit F



Housing and Homeless Incentive Program Funding Agreement

The Santa Barbara San Luis Obispo Regional Health Authority, dba, CenCal Health ("CenCal Health") located at 4050 Calle Real, Santa Barbara, CA 93110, and County of Santa Barbara, Community Services Department ("Participant"), located at 123 E. Anapamu Street, Santa Barbara, CA 93101, enter into this Housing and Homeless Incentive Program Funding Agreement (the "Agreement") on the date of the last execution signature (the "Effective Date") with reference to the following facts:

WHEREAS, CenCal Health, a local public entity, is contracted with the State of California, Department of Health Care Services ("DHCS") to manage the healthcare needs of Medi-Cal members who reside in Santa Barbara and San Luis Obispo Counties;

WHEREAS, DHCS implemented the Housing and Homeless Incentive Program ("HHIP") for the Medi-Cal population, which was a voluntary incentive program that enabled health plans to earn incentive funds for improving health outcomes and access to whole person care services by addressing homelessness and housing insecurity as social drivers of health and health disparities;

WHEREAS, the goals of HHIP are to:

- Reduce and prevent homelessness; and
- Ensure Medi-Cal managed care plans develop the necessary capacity and partnerships to connect their members to needed housing services (collectively, the "Objectives");

WHEREAS, DHCS expects, and CenCal Health desires, to work closely with applicable local partners in CenCal Health's efforts to meet HHIP program's goals and to report on measures; and

WHEREAS, Participant commits to partner with CenCal Health to achieve the Objectives, as further detailed in this Agreement.

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions hereinafter contained, the parties hereby agree as follows:

1. Rights and Obligations of Participant

a. HHIP Incentive Funds.

- i. Participant's use of the HHIP incentive funds (the "HHIP Funds") shall comply and be consistent with the activities and purpose(s) stated in Attachment A, Statement of Work, attached hereto and incorporated herein by this reference. The Statement of Work shall outline the Participant's responsibilities and outcomes, as well as Participant's ability and capacity to meet the stated outcomes.
- ii. Use of HHIP Funds must commence within six (6) months of receipt from CenCal Health, and all HHIP Funds shall be expended within fifty-four (54) months of receipt. In the event all the HHIP Funds are not utilized within this time frame, Participant shall return the remaining HHIP Funds to CenCal Health or submit a written request for extension.



- iii. In the event Participant desires to use HHIP Funds in an alternative manner than the purposes described in Attachment A, Participant shall submit a written request for preapproval of such changed use. Participant understands that any changed use must further the HHIP Objectives, in order to be eligible for approval.
 - iv. Any review, action, approval, denial, or request for additional information by CenCal Health pursuant to Subsection (iii) above, may be granted, withheld, or made at CenCal Health's sole discretion.
 - b. Reporting Requirements.
 - i. Participant shall submit interim progress reports every three (3) months, or as otherwise requested by CenCal Health, detailing the use of HHIP Funds and evaluating the progress and outcomes. The reporting format shall follow CenCal Health's reporting template or reporting instructions, which shall be made available prior to the due date of Participant's first progress report. Upon use of all funds, Participant shall submit a final report to CenCal Health within three (3) months.
 - ii. In order to demonstrate progress and success in the required reporting measures, Participant shall input relevant data into the Homeless Management Information System ("HMIS") to collect and track necessary data on homeless members.
 - c. Representation and Warranties.
 - i. Participant represents and warrants the following:
 - 1. That Participant shall utilize the HHIP Funds to further the Objectives and consistent with the uses and purposes stated in Attachment A.
 - 2. That Participant is not listed on the Office of Inspector General for the Department of Health and Human Services' Cumulative Sanctions list (List of Excluded Individuals and Entities), Medi-Cal Suspended and Ineligible Provider List, or such other debarment list relating to state or federal health care programs. Participant understands that should Participant be listed on any such debarment or exclusion list, CenCal Health is prohibited from paying Participant and any payments made shall be recouped in accordance with applicable law and regulation.
 - 3. That Participant is in good standing and has no history of, nor is being investigated for, fraud, embezzlement, misuse or misappropriation of grant funds or property.
 - ii. In the event CenCal Health discovers the above representations were falsely made, or discovers any breach of the above warranties, this Agreement is considered void and CenCal Health shall be authorized to recoup HHIP Funds from Participant.
 - d. Record Retention. Participant shall maintain all records, files, and documentation that document the use of HHIP Funds for a period of not less than ten (10) years from the close of the calendar



year in which this Agreement was in effect. Participant shall cooperate and provide access to any and all such records, files and documentation upon demand of CenCal Health or DHCS.

- e. Non-Duplication of Funds. Participant shall ensure that HHIP Funds received by CenCal Health are not duplicate funds received from DHCS or other such grant, where DHCS and/or grant requirements prohibit obtaining multiple sources of funding to be used towards the same service(s).
- f. DHCS Requirements. Participant understands that the HHIP was a state program under DHCS. Any change in requirement, discontinuation, or demand for repayment by DHCS shall be the responsibility of Participant.

2. Rights and Obligations of CenCal Health

- a. Distribution of Funds. Funding under this Agreement will be specified in Attachment A. CenCal Health shall provide funds to Participant within forty-five (45) days of full execution of this Agreement. CenCal Health shall send HHIP Funds to:

County of Santa Barbara, Community Services Department
Attention: Emily Allen, Homelessness Assistance Program Manager (Interim)
123 E. Anapamu Street
Santa Barbara, CA 93101

- b. Audit Rights. CenCal Health, DHCS, or designees of either party, shall have the right to audit Participant's use of HHIP Funds awarded under this Agreement. Audit results showing that funds were not used for the purposes described in Attachment A (or subsequent written approved uses), are unverifiable, or otherwise show evidence of misuse, shall be subject to recoupment by CenCal Health or DHCS. Upon written notice to Participant, Participant agrees to refund such monies to CenCal Health within thirty (30) days of written request.
- c. Non-Appropriation of Funds. It is mutually agreed and understood that the obligation of CenCal Health is limited by and contingent upon the availability of funds. In the event such funds are not forthcoming for any reason, this Agreement shall be rendered null and void and CenCal Health shall immediately notify Participant in writing. This Agreement shall be deemed terminated and of no further force and effect immediately upon CenCal Health's notification to Participant or such timeframe as otherwise stated in the notification.

3. Rights and Obligations of Both Parties

- a. Insurance Requirements. Each party agrees to continuously maintain insurance coverages, at its sole cost and expense, as required for their normal course of business, including general liability and professional liability coverages, and any other coverage that each party deems prudent and



customary in the exercise of business operations. Such insurance policies shall be in amounts as may be necessary to provide adequate coverage in the discharge of its responsibilities and obligations under this Agreement. Upon request, Participant shall furnish CenCal Health with evidence of such insurance coverage.

- b. Party Representatives. Each party shall designate a primary liaison between Participant and CenCal Health (the "Representative") to serve as the lead contact for each party.

- i. CenCal Health's Representative shall be:

CenCal Health
c/o Christy Nichols
Program Development Specialist
4050 Calle Real
Santa Barbara, California 93110
(805) 685-9525 x1903
cnichols@cencalhealth.org
www.CenCalHealth.org

- ii. Participant's Representative shall be:

County of Santa Barbara, Community Services Department
Emily Allen, Homelessness Assistance Program Manager (Interim)
123 E. Anapamu Street
Santa Barbara, CA 93101
805.403.5224
Eallen@countyofsb.org
www.countyofsb.org/494/Housing-Community-Development

- c. Compliance with Law. The parties shall comply with all applicable local, state, and federal laws, regulations and guidelines, which pertain to their respective rights, responsibilities, and actions under this Agreement, now in effect or hereafter enacted.
- d. Indemnification. Participant shall indemnify, defend, and hold harmless CenCal Health from any and all liability, loss, settlement, claim, demand, and expense, arising from third party claims relating to Participant's performance or omission of any act under this Agreement.

4. General Provisions

- a. The term of this Agreement shall commence on the Effective Date and continue in effect until all funds have been utilized and all reporting requirements fulfilled by Participant, or such other termination date as mutually agreed to by both parties. If necessary, the parties may mutually agree to extend the term of the Agreement by a written amendment. Either party may



terminate this Agreement, for no cause or for convenience, upon sixty (60) days prior written notice to the other party in accordance with Section 4.d. In such event, the parties shall reconcile the funding due or owed to either party through verifying actions completed by Participant, consistent with Attachment A, and review of Participant's documentary evidence.

- b. The parties hereto and their respective employees or agents shall have no interest, and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this Agreement.
- c. Participant and CenCal Health shall not discriminate in performance of this Agreement, or related services thereunder, on the basis of age, race, ethnic group identification, ancestry, color, creed, religion, gender, sex, sexual orientation, marital status, national origin, health status, genetic information or characteristics, physical and/or mental disability, medical condition, income level, source of payment, or identification with any other persons or groups defined in Penal Code Section 422.56 in the performance of this Agreement, and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the Fair Employment and Housing Act (commencing with Section 12900 *et seq.* of the Government Code), and Federal Civil Rights Act of 1964 (P.L. 88-352).
- d. Unless expressly provided otherwise, all notices will be deemed to have been fully given when written and personally delivered or deposited in the United States mail, certified and postage prepaid and addressed to the other party's Representative as identified in Section 3.b. Any legal notices to CenCal Health shall require a copy to General Counsel.
- e. The parties are independent contractors. Neither party has the power or authority to act on behalf of the other party as its agent. Nothing in this Agreement shall be construed to make the parties hereto partners, joint venturers, or agents of or with each other, nor shall either party so represent itself.
- f. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes any and all other agreements, promises, negotiations or representations, either oral or written, between the parties with respect to the subject matter and period governed by this Agreement.
- g. Any modifications to the terms of this Agreement must be in writing and signed by the parties herein. The unenforceability or invalidity of any Section or provision of this Agreement shall not affect the enforceability and validity of the balance of this Agreement.
- h. This Agreement and the rights, interests, and benefits hereunder shall not be assigned, transferred, pledged, or hypothecated in any way by Participant or CenCal Health, and shall not be subject to execution, attachment or similar process, without the written consent of the other party.
- i. Any and all disputes arising in relation to this Agreement shall be governed by the laws of the State of California, without regard to its conflicts of law provisions. The provisions of the Government Claims Act (California Government Code Section 900, *et seq.*) must be followed first for any disputes under this Agreement. All actions and proceedings arising in



- connection with this Agreement shall be tried and litigated exclusively in the applicable courts located in the counties of San Luis Obispo or Santa Barbara, State of California.
- j. Unless otherwise provided herein, the rights and obligations of any party which by their nature extend beyond the expiration or termination of this Agreement, shall continue in full force and effect, notwithstanding the expiration or termination of this Agreement.
 - k. It is understood and acknowledged by Participant that CenCal Health is a public entity and subject to all applicable open meeting and record laws, including but not limited to the California Public Records Act and the Ralph M. Brown Act.
 - l. Participant shall not issue any press release concerning the HHIP Funds provided hereunder or publicly identify CenCal Health as the provider of such HHIP Funds without CenCal Health's prior written consent. Participant shall not use any trade name, trademark, service mark, logo or slogan of CenCal Health without CenCal Health's prior written consent in each instance.
 - m. The failure of either party, at any time, to enforce any right or remedy available to it under this Agreement or otherwise with respect to any breach or failure by the other party does not constitute a waiver of such right or remedy with respect to any other breach or failure by the other party.
 - n. This Agreement may be executed in separate counterparts, each of which shall be deemed an original, and all of which shall be deemed one and the same instrument. The parties' faxed signatures, and/or signatures scanned into PDF format, shall be effective to bind the parties to this Agreement.



IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the Effective Date:

COUNTY OF SANTA BARBARA, COMMUNITY
SERVICES DEPARTMENT
Jesús Armas

CENCAL HEALTH
Marina G. Owen

By:
Director, Community Services Department

By:
Chief Executive Officer

Date

Date



Attachment A: Statement of Work

County of Santa Barbara, Community Services Department HHIP Grant: CoC Transformation and Sustainable Solutions

County of Santa Barbara, Community Services Department, located at 123 E. Anapamu Street, Santa Barbara, CA 93101, is contracting with CenCal Health, located at 4050 Calle Real, Santa Barbara, CA 93110, for the services and deliverables listed below. Data for all services and deliverables rendered will be collected for the Housing and Homeless Incentive Program reports.

I. SUSTAINABLE SOLUTIONS GRANT - SERVICES AND DELIVERABLES TO BE PROVIDED BY COUNTY OF SANTA BARBARA, COMMUNITY SERVICES DEPARTMENT:

Services and Deliverables

To successfully reach the HHIP goals and objectives, County of Santa Barbara, Community Services Department will use the HHIP funding in Santa Barbara County to:

1. \$200,000: Prevent homelessness by hiring and retaining 0.5 Full-Time Employee (FTE) Program Manager and 0.5 FTE Coordinated Entry System (CES) staff to implement the Prevention, Diversion, and Rehousing (PDR) Program. Staff operate a bilingual housing access line to quickly engage clients to prevent loss of housing.
2. Screen all clients for Medi-Cal enrollment. If a client is not yet enrolled, client will be referred to the county DSS to check eligibility and Medi-Cal enrollment.
3. Refer eligible clients to Enhanced Care Management and/or Community Supports services.
4. Enter all data into HMIS/CES.

Reporting Measures

Success of the deliverables will be determined through the following data:

1. 150 households experiencing homelessness or at risk of homelessness served
2. 70% (105 out of 150) of households receiving prevention services retained housing or were re-housed
3. 60% (90 out of 150) of households receiving diversion and re-housing services obtained permanent housing
4. 80% (120 out of 150) of adult participants increased earned income or cash benefits at project exit
5. 80% (120 out of 150) of project participants entering permanent housing retained permanent housing at 1 year



II. TRANSFORMATION GRANT - SERVICES AND DELIVERABLES TO BE PROVIDED BY COUNTY OF SANTA BARBARA, COMMUNITY SERVICES DEPARTMENT:

Services and Deliverables

To successfully reach the HHIP goals and objectives, County of Santa Barbara, Community Services Department will use the HHIP funding in Santa Barbara County to:

1. \$1,500,000: Increase housing stock by sustaining services and operations for La Posada, a temporary interim supportive housing community with 80 cabins for people experiencing homelessness moving from encampments and persons eligible under Behavioral Health Bridge Housing, many of whom will have been homeless for extended periods of time and have a permanent disability. Good Samaritan Shelter is the contracted service provider.
2. \$1,500,000: Increase housing stock by sustaining services and operations for Hope Village, a temporary interim supportive housing community with 94 rooms for adult individuals, couples, and transitional age youth ages 18-24. Good Samaritan Shelter is the contracted service provider.
3. \$860,425: Enhance collaboration across all homeless service providers by upgrading and improving the HMIS system
 - o \$741,500: Basic software licensing and use costs
 - o \$118,925: One-time migration costs
4. Screen all clients for Medi-Cal enrollment. If a client is not yet enrolled, client will be referred to the county DSS to check eligibility and Medi-Cal enrollment.
5. Refer eligible clients to Enhanced Care Management and/or Community Supports services.
6. Enter all data into HMIS/CES.

Reporting Measures

Success of the deliverables will be determined through the following data:

La Posada and Hope Village Transitional Housing Projects:

1. 200 individuals served annually
2. 40% (80 out of 200) of participants moved into permanent housing at exit
3. 15% (30 out of 200) of participants gained new or increasing existing income at exit
4. 70% (140 out of 200) of adult participants obtained non-cash benefits at exit
5. 85% (68 out of 80) of participants who moved into permanent housing remained housed for 1 year
6. 50% (100 out of 200) of participants linked to a Cal-AIM Community Supports or Enhanced Care Management program
7. 100% (200 out of 200) screened for Medi-Cal eligibility and received assistance with Medi-Cal enrollment

HMIS software conversion

1. Contracted with new HMIS vendor
2. Purchased and implemented new HMIS system
3. 300 HMIS end users supported with high-quality data (less than 5% error)



4. Tracked System Performance Measures data for 5 years:
- Length of time persons remained homeless
 - Extent to which persons exit homelessness into permanent housing return to homelessness
 - Jobs and income growth for homeless persons
 - Number of persons who become homeless for the first time
 - Successful permanent housing placement

Disbursements

Funding will be disbursed in 2 installments, according to the following actions:

	PDR Hotline	La Posada and Hope Village	HMIS software conversion	Installment totals	Disbursement requirement
Installment 1	\$100,000	\$1,500,000	\$741,500	\$2,341,500	Signed Funding Agreement
Installment 2	\$100,000	\$1,500,000	\$118,925	\$1,718,925	<p>PDR Hotline</p> <ol style="list-style-type: none"> 75 households at risk of homelessness or experiencing homelessness served 70% (53 out of 75) households receiving prevention services retained housing or were re-housed 60% (45 out of 75) households receiving diversion and re-housing services obtained permanent housing Spent 60% of installment 1 <p>La Posada/Hope Village</p> <ol style="list-style-type: none"> 200 individuals served in first year 20% (40/200) participants moved into permanent housing 85% (34/40) of participants who



					<div>moved into permanent housing remained housed for 1 year</div> <div>4. Spent 60% of installment 1</div> <div>HMIS Software</div> <div>1. Contracted with HMIS vendor</div> <div>2. Purchased Basic software license</div> <div>3. HMIS software migration reached 50%</div> <div>4. Spent 60% of installment 1</div>
TOTAL	\$200,000	\$ 3,000,000	\$860,425	\$4,060,425	