

SUBRECIPIENT AGREEMENT
BETWEEN
COUNTY OF SANTA BARBARA
AND
People Assisting the Homeless Santa Barbara (PATH SB)

Emergency Shelter Services and Operations
State of CA Permanent Local Housing Allocation (PLHA)

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

WITNESSETH THAT:

WHEREAS, Chapter 364, Statutes of 2017 (SB 2, Atkins) added Chapter 2.5 (commencing with Health and Safety Code Section 50470) to Part 2 of Division 31 of the Health and Safety Code, as part of a 15-bill housing package aimed at addressing the state’s housing shortage and high housing costs; and

WHEREAS, SB2 created the Building Homes and Jobs Fund and the PLHA Program, specifically, establishing a permanent source of funding intended to increase the affordable housing stock in California; and

WHEREAS, On July 7, 2020, the County of Santa Barbara’s Board of Supervisors passed and adopted Resolution No. 20-127 allowing the Director of the Community Services Department to apply for, receive, and administer the PLHA funds for the Santa Barbara County PLHA Consortium, which includes the County of Santa Barbara, and the Cities of Goleta and Santa Maria (“Consortium”); and

WHEREAS, The revenue from SB 2 will vary from year to year, as revenue is dependent on certain real estate recordation transactions with fluctuating activity; and

WHEREAS, the County and the Cities of Goleta and Santa Maria have each entered into a Consortium Agreement that authorizes the County to act as the Administering Jurisdiction for the Consortium to apply for and administer PLHA funds on the Consortium’s behalf; and

WHEREAS, COUNTY, on behalf of the Consortium, submitted to the State the Consortium’s Five-Year Plan (“PLHA Plan”), which includes State PLHA eligible activities set forth in the State’s PLHA Final Guidelines (“Guidelines”) the Consortium will address with its allocations of PLHA funds over the next five years; and

WHEREAS, the Consortium selected the following eligible activities from the Guidelines: §301(a)(1) Multi-Family Rental Housing; §301(a)(2) Rental and Homeownership Housing; §301(a)(6) Homelessness Assistance Programs; and §301(a)(9) Down Payment Assistance for Homeownership Opportunities; and

WHEREAS, SUBRECIPIENT's services are eligible activities as outlined in the State's PLHA Program Guidelines and the Consortium's PLHA Plan as they are housing-related projects and programs to assist in addressing the unmet housing needs of the local communities.

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 agree as follows.

I. **SCOPE OF SERVICES**

A. **General**

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

B. **Services**

1. Eligible Activities

Activities funded by this Agreement are limited to the following program components and eligible activities contained in the PLHA Plan: §301(a)(6) Homelessness Assistance, assisting persons who are experiencing or are at risk of homelessness through the operating costs of emergency shelter. All Services shall be provided in a manner consistent with the requirements of Housing First practices described in 25 CCR, Section 8409, subdivision (b)(1)-(6) and in compliance with Welfare and Institutions Code section 8255, subdivision (b)(8), and shall include, but not be limited to, use of a homelessness coordinated entry system, housing first practices, and progressive engagement practices.

2. Services to be Provided

SUBRECIPIENT shall be responsible for providing **Emergency Shelter**, as set forth in the Scope of Services, in accordance with best industry practices.

C. **Staffing**

Only the salary and eligible benefits for the positions listed in the budget attached hereto as Exhibit B and incorporated herein by reference ("Budget"), if any, are eligible for reimbursement with PLHA funds under this Agreement. No changes in the positions listed in the Budget will be eligible for reimbursement with PLHA funds under this Agreement unless approved in advance in writing by the CSD Director, or his designee. All Services shall be performed by SUBRECIPIENT and its staff. SUBRECIPIENT represents that it possesses the professional and technical personnel with the skills required to perform the Services. SUBRECIPIENT shall perform all Services in a professional manner commensurate best industry practices in the State of California.

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

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

are legally required of SUBRECIPIENT and SUBRECIPIENT's personnel to practice their respective professions in the State of California and the County of Santa Barbara.

D. Levels of Accomplishment – Goals and Performance Measures

SUBRECIPIENT shall report performance data to COUNTY quarterly, in accordance with Sections VII.B.1, VII.B.2, and VII.C of this Agreement, regarding the goals and performance measures set forth in Exhibit A, and as required by the State (25 CCR Section 8413).

E. Performance Monitoring

SUBRECIPIENT shall be responsible for providing the Services in a manner satisfactory to COUNTY. In addition, COUNTY shall review the performance of SUBRECIPIENT in accordance with the applicable provisions of SB 2 and its related implementing regulations, Guidance, and rules. COUNTY may monitor the performance of SUBRECIPIENT against the goals and performance measures set forth in Section I.D of this Agreement and Exhibit A. SUBRECIPIENT's failure to meet any of these goals and performance measures as determined by COUNTY in its sole discretion shall constitute a breach of this Agreement. If action to correct such breach is not taken by SUBRECIPIENT to the satisfaction of COUNTY within seven (7) days after being notified by COUNTY, COUNTY may suspend or terminate this Agreement pursuant to Section VI.F of this Agreement.

F. COUNTY Recognition

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

II. TERM

A. Time of Performance

The term of this Agreement shall begin on the first date that this Agreement is duly executed by all of the parties hereto ("Effective Date" or "Operating Start Date") and shall terminate on the earlier of (i) June 30, 2025, or (ii) when the PLHA funds awarded to SUBRECIPIENT hereunder are exhausted, unless earlier suspended or terminated in accordance with the provisions of this Agreement, or there are insufficient PLHA funds available to the COUNTY for any reason (the "Term"). All Services to be performed hereunder as described in the Scope of Services and funded with PLHA funds hereunder may commence on the Operating Start Date, and shall be completed by June 30, 2025 (the "Award Time of Performance"). The Term and the Award Time of Performance may be extended only upon prior written approval of the COUNTY, as described in Section VI.E, below.

B. Close-outs

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

III. BUDGET

The Budget for the Services, specifying PLHA -funded line items shall be as set forth in Exhibit B to this Agreement. COUNTY may require a more detailed budget breakdown than the one contained herein, and SUBRECIPIENT shall provide such supplementary budget information within one (1) week of COUNTY's request and in the form and content prescribed by COUNTY. No amendment of the Budget shall effective without the prior written consent of both COUNTY and SUBRECIPIENT in accordance with Section VI.E, below.

SUBRECIPIENT represents and warrants that the Budget includes only allowable costs eligible for reimbursement in accordance with the Guidelines ("Allowable Costs"), and in accordance with SUBRECIPIENT's accurate analysis of eligible costs under the Guidelines. SUBRECIPIENT shall comply with Article V of the PLHA Final Guidelines, as applicable. Such items shall be in sufficient detail to provide a sound basis for COUNTY to effectively monitor SUBRECIPIENT's performance under this Agreement.

IV. PAYMENT

It is expressly agreed and understood that the total amount of PLHA funds to be paid by COUNTY under this Agreement shall not exceed **\$250,000** ("Funds"). Payments of Funds to SUBRECIPIENT will be made on a reimbursement basis. Drawdowns of Funds for the payment of eligible expenses and documentation of eligible expenditures shall be made in accordance with the Budget line items specified in Exhibit B. No less than once per quarter and not more often than monthly, SUBRECIPIENT may request reimbursement hereunder for its documented eligible expenditures in accord with PLHA Guidelines. For each such reimbursement request, SUBRECIPIENT shall submit to County a completed Expenditure Summary and Payment Request ("ESPR") in the form attached hereto as Exhibit C, together with proper supporting documentation for Services described in Sections I.A and I.B, staff salaries and benefits described in Section I.C, and performance data required in Sections I.D, VII.B.1, VII.B.2, and VII.C of this Agreement. No costs shall be invoiced, billed or deemed eligible for reimbursement hereunder except for expenditures authorized in the Budget as set forth in Exhibit B. The itemized costs shall be of sufficient detail to provide a sound basis for COUNTY to effectively monitor the eligibility of such costs and expenditures for reimbursement under this Agreement. COUNTY shall review each ESPR and supporting documents, and shall reimburse SUBRECIPIENT for Allowable Costs within thirty (30) days after receiving SUBRECIPIENT's complete and correct reimbursement request. SUBRECIPIENT may only request reimbursement under this Agreement for eligible expenses reasonably and actually incurred during the Term of this Agreement; however, SUBRECIPIENT may submit a final ESPR for eligible expenses up to twenty (20) days following the Term of this Agreement.

V. NOTICES

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

If to COUNTY:

Joseph Dzvonic, Deputy Director
County of Santa Barbara
Community Services Department
Housing and Community Development Division

If to SUBRECIPIENT:

Jonathan Castillo
Chief Regional Officer
PATH
816 Cacique Street

123 E. Anapamu St., Second Floor
Santa Barbara, CA 93101
Office: (805) 568-3520
Fax: (805) 560-1091

Santa Barbara, CA 93101
(323) 644-2210
grants@epath.org
jonathancastillo@epath.org

VI. GENERAL CONDITIONS

A. General Compliance

SUBRECIPIENT agrees to comply with the requirements of the PLHA Program, including, but not limited to, Health & Safety Code, §§ 50470 et seq., the Guidelines, 25 CCR Section 8409, Welfare and Institutions Code section 8255, and all other applicable laws, regulations, and PLHA Program guidance as may be adopted from time to time. In addition, SUBRECIPIENT agrees to comply with the terms the Standard Agreement 20-PLHA-15194-A2 by and between COUNTY and the State, as amended (“Standard Agreement”), as well as all related applications, notices of award, and all other applicable federal, State, and local laws, regulations, ordinances, orders, rules, guidelines, directives, circulars, bulletins, notices and policies relating to the PLHA funds provided under this Agreement. The judgment of any court of competent jurisdiction, or the admission of SUBRECIPIENT in any action or proceeding against SUBRECIPIENT, whether COUNTY is a party thereto or not, that SUBRECIPIENT has violated any such law, regulation, ordinance or order, shall be conclusive of that fact as between SUBRECIPIENT and COUNTY. SUBRECIPIENT shall be responsible for providing all Services in a manner consistent with all federal and state requirements and standards required as a condition of receiving and expending PLHA funds provided under this Agreement.

B. Independent Contractor

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

C. Insurance and Indemnification

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

D. Workers’ Compensation

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

E. Changes or Amendments

All amendments to this Agreement must be approved and executed by the Chair of the Board of Supervisors on behalf of COUNTY, except that the Director of the COUNTY’s Community Services

Department ("Director") is authorized to approve and execute amendments hereto on behalf of COUNTY during the Term to make any one or more of the following changes to this Agreement, to the extent not inconsistent with the terms of the Standard Agreement, PLHA Program Guidelines, or with any other applicable laws:

1. Increase or decrease a Budget line item or approve a new Budget line item to ensure full and timely expenditure of all PLHA Funds; provided that (i) the Maximum Contract Amount is not thereby increased, other than in accordance with Subsection 2, below; and (ii) all expenditures thereunder are eligible for reimbursement with PLHA Funds in accordance with the PLHA Program Guidelines and all other Applicable Laws.
2. Increase or decrease the Maximum Contract Amount to ensure full and timely expenditure of all PLHA Funds awarded to the COUNTY by the State; provided, however, that (i) any increase in the Maximum Contract Amount hereunder shall not exceed 10% of the original Maximum Contract Amount, (ii) all Budget line items and expenditures under this Agreement as so amended constitute expenditures eligible for reimbursement with PLHA Funds pursuant to the PLHA Program Guidelines and all other Applicable Laws, and (iii) in no event shall the Maximum Contract Amount be increased to an amount in excess of the amount of the PLHA Funds available to the COUNTY.
3. Extend the Term by up to six (6) months, subject to appropriations of funds. This Section E shall not obligate the County to extend the length of the Term at SUBRECIPIENT's request or otherwise alter the County's rights to terminate this Agreement or reduce the Maximum Contract Amount as otherwise set forth in this Agreement.
4. Conform with federal, state, and local governmental laws, regulations, ordinances, orders, rules, directives, circulars, bulletins, notices, guidelines, policies, and available funding amounts.
5. Suspend or terminate this Agreement.

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

F. Suspension or Termination

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

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

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

1. Termination by COUNTY

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

- a. **For Convenience.** This Agreement may be terminated for convenience by COUNTY, upon written notification to SUBRECIPIENT, setting forth the effective date of such termination and, in the case of partial termination, the portion to be terminated.
- b. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, State, or COUNTY governments, or funds are not otherwise available for payments during the Term of this Agreement, then COUNTY will notify SUBRECIPIENT of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments hereunder with regard to the remainder of the Term.
- c. **For Cause.** Should SUBRECIPIENT default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, in COUNTY's sole discretion, terminate or suspend this Agreement in whole or in part by written notice to SUBRECIPIENT. Upon receipt of such notice, SUBRECIPIENT shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date such notice is given by COUNTY, unless the notice directs otherwise.

2. Termination by SUBRECIPIENT

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

3. Upon termination, SUBRECIPIENT shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers accumulated or produced by or on behalf of SUBRECIPIENT in connection with this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit SUBRECIPIENT to retain.
4. In the event that SUBRECIPIENT ceases or intends to cease to operate, (e.g., dissolution of corporate status, declaration of bankruptcy) SUBRECIPIENT 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.
5. If the State of California demands reimbursement from COUNTY for any of COUNTY's payments to SUBRECIPIENT hereunder ("disallowed payment(s)") due to SUBRECIPIENT's failure to comply with the terms of the State's award to COUNTY, including, but not limited to, the grant agreement, assurances in an application, or a notice of award, any applicable term of this Agreement, any Applicable Law or any law, regulation, ordinance, order, rule, directive, circular, bulletin, notice, guideline, or policy referred to herein, or as may become applicable at any time,

SUBRECIPIENT shall fully and completely reimburse COUNTY in the total amount of all such disallowed payments.

G. STATE and COUNTY Enforcement of PLHA Program Requirements

SUBRECIPIENT acknowledges that the State will review the performance of SUBRECIPIENT in carrying out its responsibilities as the recipient of PLHA funds, and, should COUNTY determine that SUBRECIPIENT is not complying with the State requirements or this Agreement, COUNTY will take action accordingly.

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

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

2. Cost Principles

SUBRECIPIENT shall administer the Services in accordance with Article V, Section 500 et seq. of the PLHA Final Guidelines. These principles shall be applied for all costs incurred, whether charged on a direct or indirect basis.

3. Program Income

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

4. Indirect Costs

SUBRECIPIENT may request reimbursement hereunder of an indirect cost allocation. The indirect cost allocation may not exceed ten percent of the allowable direct costs under the PLHA activity unless a higher limit for the indirect cost allocation has been previously approved in writing by COUNTY.

5. Procurement

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

6. Travel

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

B. Documentation and Record Keeping

1. Records to Be Maintained

SUBRECIPIENT shall comply with all reporting requirements of COUNTY and shall maintain all records required by and described in applicable law, State regulations, and the Guidelines relating to the PLHA Program, including, but not limited to the PLHA and its related implementing regulations, guidance and rules, and all other records that are pertinent to the Services to be funded under this Agreement. SUBRECIPIENT agrees to maintain accounting books and records

in accordance with Generally Accepted Government Auditing Standards. SUBRECIPIENT further agrees that the State and COUNTY and their respective designated representatives have the right to review and copy any records and supporting documentation pertaining to the performance of this Agreement. Such records shall include, but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records required to determine the eligibility of activities;
- c. Records supporting disbursements of PLHA funds for the performance of eligible activities;
- d. Records supporting the source and expenditure of eligible activities of PLHA;
- e. Financial records as required by Article V, Section 500 of the PLHA Final Guidelines; and
- f. Other records deemed necessary by the State or COUNTY to evidence compliance with applicable COUNTY, State, or federal requirements.

2. Client Data

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

3. Retention

SUBRECIPIENT shall retain all records required by or pertinent to this Agreement ("Records") for a period of five (5) years after all Funds have been expended. Notwithstanding the above, in the event that any of the Records pertain to any litigation, claim(s), demand(s), audit(s), negotiation(s), dispute(s) or other actions ("Actions") ongoing upon the expiration of such 5-year retention period, then such Records must nevertheless be retained until final resolution of all such Actions.

4. Ownership of Documents

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

5. Disclosure

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

6. Audits and Inspections

All SUBRECIPIENT records with respect to any matters covered by this Agreement shall be made available to COUNTY, State, or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make copies, excerpts or transcripts of all relevant data. Any deficiencies, audit findings, or required corrective actions noted in audit reports must be fully cleared by the SUBRECIPIENT within 30 days after receipt by SUBRECIPIENT unless a longer time period is agreed upon in writing by the COUNTY. SUBRECIPIENT hereby agrees to have an annual program-specific audit conducted by a certified public accounting firm in accordance with Article V, Section 501 of the PLHA Final Guidelines and current COUNTY policy and requirements concerning audits.

Since this Agreement exceeds ten thousand dollars (\$10,000.00), SUBRECIPIENT shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under this Agreement (Cal. Govt. Code Section 8546.7). SUBRECIPIENT shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If State or COUNTY audit exceptions are made relating to this Agreement, SUBRECIPIENT shall reimburse all costs incurred by state and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, SUBRECIPIENT shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

SUBRECIPIENT agrees to maintain all records required by or pertinent to this Agreement for possible audit by the State and its designated representatives for possible audit for a minimum of five (5) years from the expiration date of this Agreement.

7. Access to Records

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

C. **Reports**

SUBRECIPIENT shall provide COUNTY with PLHA Quarterly Status Report, for which a sample is attached hereto as Exhibit D, on or before the twentieth day of October, January, April and July, setting forth its activities for the previous quarter. Further, should the State require additional reports, SUBRECIPIENT agrees to submit in a timely fashion in a manner and format approved by the COUNTY and State.

VIII. **PERSONNEL AND PARTICIPANT CONDITIONS**

A. **Civil Rights**

1. Nondiscrimination

SUBRECIPIENT shall comply with Title VIII of the Civil Rights Act of 1968 (42 U.S.C., § 3601 et seq.); Title I of the Housing and Community Development Act of 1974 (42 U.S.C., § 5301 et seq.); the Americans with Disabilities Act of 1990 (42 U.S.C., § 12101 et seq.); the Age Discrimination Act of 1975 (42 U.S.C., § 6101 et seq.); Executive Order 11063; and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086; and all implementing regulations, and all

as may be amended. SUBRECIPIENT shall comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 5.105(a) and 24 CFR 576.407. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act are still applicable. In addition, COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the Ordinance were specifically set out herein and SUBRECIPIENT agrees to comply with said Ordinance.

B. Affirmative Action

1. Affirmative Outreach

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

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

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

3. Subcontract Provisions

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

C. Employment Restrictions

1. Prohibited Activity

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

2. Labor Standards Requirements

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

D. Conduct

1. Assignability

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

2. Contracts and Subcontracts

a. Approvals

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

b. Monitoring

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

c. Content

SUBRECIPIENT shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any contract ("Contract") or subcontract ("Subcontract") relating to Services.

d. Insurance

SUBRECIPIENT shall ensure that all contracts and subcontracts entered into in connection with this Agreement comply with minimum State-required Worker's Compensation insurance requirements, and all insurance and indemnification provisions set forth in the Standard Indemnification and Insurance Provisions attached hereto.

e. Selection Process

SUBRECIPIENT shall ensure that all contracts and subcontracts entered into in connection with this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. SUBCONTRACTOR shall provide to COUNTY a copy of each such executed contract and subcontract, along with documentation evidencing the selection process.

3. Hatch Act

SUBRECIPIENT agrees that no funds provided, nor personnel employed, under this Agreement, shall be in any way or to any extent used for or engaged in the conduct of political activities in violation of 5 U.S.C., § 7321 et seq. or 5 CFR Parts 733 and 734, all as may be amended.

4. Conflicts of Interest

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

- a. All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, shall result in this Agreement being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code, sections 10410 and 10411, for State conflict of interest requirements.
- b. Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State Employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
- c. Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
- d. Employees of the SUBRECIPIENT shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act of 1974, Government Code section 81000 et seq.
- e. The provision of any type or amount of State PLHA assistance may not be conditioned on an individual or family's acceptance or occupancy of emergency shelter or housing owned by SUBRECIPIENT, or a parent or subsidiary of SUBRECIPIENT. SUBRECIPIENT may not, with respect to individuals or families occupying housing owned by SUBRECIPIENT, or any parent or subsidiary of SUBRECIPIENT, carry out the initial evaluation required under Chapter 6 (commencing with section 50216) of Part 1 of Division 31 of the Health and Safety Code; Health and Safety Code section 50219, subdivision (c)(1) – (8); and, any other applicable laws.
- f. SUBRECIPIENT shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, agents or consultants engaged in the award and administration of contracts supported by state funds.
- g. No employee, officer, agent or consultant of SUBRECIPIENT shall participate in the selection, or in the award, or administration of, a contract supported by PLHA funds if a conflict of interest, real or apparent, would be involved.

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

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

5. Copyright

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

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

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

6. Conditions for Religious Organizations

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

- a. It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion; and
- b. It will not discriminate against any person applying for services under this Agreement on the basis of religion and will not limit services under this Agreement or give preference to persons on the basis of religion; and

- c. It will provide no religious instruction or counseling, conduct no religious worship or religious services, engage in no religious proselytizing, and exert no other religious influence in the provision of services under this Agreement.

7. Drug-Free Workplace

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

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

8. Child Support Compliance Act

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

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

IX. ENVIRONMENTAL CONDITIONS

California Environmental Quality Act

This Agreement is subject to the provisions of the California Environmental Quality Act (CEQA). SUBRECIPIENT assumes responsibility to fully comply with CEQA's requirements regarding the PROJECT. The obligation of funds and incurring of costs hereunder is hereby conditioned upon compliance with CEQA and completion by the State of all applicable review and approval requirements.

X. SEVERABILITY

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

XI. SECTION HEADINGS AND SUBHEADINGS

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

XII. WAIVER

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

XIII. ENTIRE AGREEMENT

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

XIV. REMEDIES NOT EXCLUSIVE

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

XV. TIME IS OF THE ESSENCE

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

XVI. NONEXCLUSIVE AGREEMENT

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

XVII. CALIFORNIA LAW

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

XVIII. EXECUTION OF COUNTERPARTS

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

XIX. AUTHORITY

Each of the Parties warrants and represents that such Party has the power and authority to enter into this Agreement, and that each of the signatories for such Party is authorized to enter into this Agreement on behalf of such Party in the names, titles and capacities set forth below, and that all formal requirements necessary or required by any state and/or federal law in order to legally enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, SUBRECIPIENT hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which SUBRECIPIENT is obligated, which breach would have a material effect hereon.

XX. ORDER OF PRECEDENCE

In the event of conflict or inconsistency between the provisions contained in the numbered Sections I through XX of this Agreement and the provisions contained in the Exhibits and Attachments shall be resolved by giving precedence in the following order:

- A. Exhibit E
- B. Exhibit F
- C. The numbered Sections I through XX of this Agreement
- D. Exhibit B
- E. Exhibit A
- F. Other Exhibits and Attachments.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the Operating Start Date.

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

COUNTY OF SANTA BARBARA:

By: Shirley LaGuerra
Deputy Clerk

By: Steve Lavagnino
Steve Lavagnino
Chair, Board of Supervisors

Date: 6-25-24

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

COMMUNITY SERVICES DEPARTMENT

DocuSigned by:
Betsy M. Schaffer
6BAAEA15901943F...
Auditor-Controller

DocuSigned by:
Jesus Armas
E32B824A6E03475...
Jesus Armas,
Community Services Director

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

DocuSigned by:
Lauren Wideman
8F491D8227C81478...
Deputy County Counsel

APPROVED AS TO FORM:
GREG MILLIGAN, ARM, AIC
RISK MANAGEMENT

DocuSigned by:
Gregory Milligan
05F555F00269466...
Risk Manager

“SUBRECIPIENT”

People Assisting the Homeless (PATH)

DocuSigned by:

Jennifer Hark-Dietz

By:

8D0C8G42CC784A1...

Jennifer Hark-Dietz, Chief Executive Officer

EXHIBIT A

Scope of Services

Permanent Local Housing Allocation Funding

Project Title: PATH Santa Barbara Emergency Shelter Services and Operations

Agreement Amount: \$250,000

Time of Performance: July 1, 2024 - June 30, 2025

A. INTRODUCTION

This Scope of Services is attached to and incorporated into the Subrecipient Agreement between the County of Santa Barbara ("COUNTY") and PATH Santa Barbara ("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 PATH Santa Barbara Emergency Shelter will provide integrated shelter care and supportive services to provide a pathway to housing for persons placed by California Encampment Response Funds (CERF) residing in Santa Barbara County. As the CERF funds end on June 30, 2024, this funding is to meant to ensure that persons sheltered by this funding source do not lose shelter and that they can exit through attrition rather than at the end of the existing funding. The number of beds will decrease through the year. It is estimated that 3,500 bed nights will be provided hereunder.

2. Services

a. General

Services will be provided by SUBRECIPIENT under the supervision of SUBRECIPIENT's 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's Case Managers shall engage participants and connect them to services as well as permanent and other housing opportunities. SUBRECIPIENT shall provide safe shelter, meals, daily hygiene and case management services.

SUBRECIPIENT shall implement and adhere to the following best practices:

- Understand the population and their needs (number of persons, persons with disabilities, pets, transitional-aged youth, people living in cars);
- Collaborate with multiple stakeholders and coordinate among teams; approaches by teams should permit ample time for engagement and rapport-building; allow for individualized case management; be client-centered, trauma-informed, and voluntary; be paired with availability of housing resources; and be transparent and consistent at every point of contact;
- Provide consistent engagement by trained providers, emphasizing case management in the field and the shelter/interim housing setting, focusing on a housing and services plan, and employing best practices including progressive engagement and more accountability in the coordinated entry system for housing navigation;
- Strengthen shelter policies and services to improve the housing outcomes or people experiencing homelessness;

- Quickly connect people experiencing homelessness to housing assistance and services tailored to their unique needs and strengths to help them achieve and maintain stable housing.
- Warm handoffs (transition conducted between two members of the support team in the provision of homelessness and housing services) should occur between the homelessness side of the system (outreach worker, shelter staff, navigator) and the housing side of the system (case manager, aftercare worker, follow-up worker, housing support specialist) when entering and exiting interim housing;
- All efforts should be made to exit persons from interim housing into a permanent housing placement.

SUBRECIPIENT shall collaborate with the County to provide targeted shelter offers to sites, with a focus on moving persons from unsheltered homelessness into shelter/permanent housing through case management and housing navigation services. SUBRECIPIENT shall provide services in southern Santa Barbara county, including cities and unincorporated areas.

COUNTY shall administer, evaluate, and monitor SUBRECIPIENT’s programs to ensure compliance with the core components of Housing First. SUBRECIPIENT shall employ a progressive engagement approach and offer opportunities to clients to increase client’s household’s income or to help clients retain employment.

SUBRECIPIENT will be responsible for providing services in a manner satisfactory to COUNTY and consistent with any standards required as a condition of receiving PLHA Program funds. PLHA guidelines follow Emergency Solutions Grant regulations as noted below.

b. Federal and/or State Regulatory Information

| Activity | Federal Regulation | State Regulation |
|-------------------|--------------------|------------------|
| Emergency Shelter | 24 CFR 576.102 | 25 CCR 8408 |

3. **Levels of Accomplishment**

a. Goals

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

| | Goal |
|---|-------|
| Total beds | 10 |
| Approximate number of bed-nights made available | 3,500 |
| Total unduplicated number of persons served | 17 |

b. Performance Measures

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

| | Goal |
|--|------|
| Percentage of participants will move into permanent housing at project exit | 30% |
| Percentage of participants that move to other sheltered residential environments (transitional housing, long term care, SUD treatment, etc.) | 40% |
| Percentage of adult participants gaining new or increasing existing cash income at project exit | 30% |

| | |
|--|-----|
| Percentage of adult participants will obtain non-cash benefits at project exit | 20% |
| Percentage of participants who move into permanent housing remaining housed for 3 months | 95% |

C. DATA COLLECTION AND REPORTING

1. General

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

2. Report Schedule

Status Reports are due according to the following schedule:

| Period | Due Date |
|-------------------------------------|------------------|
| July 1, 2024 – September 30, 2024 | October 20, 2024 |
| October 1, 2024 – December 31, 2024 | January 20, 2025 |
| January 1, 2024 – March 31, 2024 | April 20, 2025 |
| April 1, 2024 – June 30, 2024 | July 20, 2025 |

Disbursement of funds is contingent upon receipt of Status Reports.

3. Report Content

Status Reports must contain the following:

- a. Annual Performance Report Subrecipient Report generated from the Santa Barbara County Homeless Management Information System (HMIS),
- b. Data on goals and permanent measures as set forth in Section B.3.,
- c. Data on funding received for the project from all sources, and
- d. Signature of SUBRECIPIENT’s 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 Permanent Local Housing Allocation Funding

Project Title: PATH Santa Barbara Emergency Shelter Services and Operations
Agreement Amount: \$250,000
Time of Performance: July 1, 2024 - June 30, 2025

A. INTRODUCTION

This Budget and Payment Procedures is attached to and incorporated into the Subrecipient Agreement between the County of Santa Barbara ("COUNTY") and Good Samaritan Shelter ("SUBRECIPIENT") as referenced in the Agreement. The purpose of this Budget and Payment Procedures is to further describe the requirements referenced in Sections I.C., II., III., and IV. of the Agreement.

B. BUDGET

Exhibit B – Attachment 1 represents the total Project revenue sources for the entire Project budget.

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

All changes to Revenue or Expenditure line items require an Amendment of this Agreement as described in section VI.E of this agreement.

C. PAYMENT REQUESTS

Payment requests must include the following:

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

Exhibit B- Attachment 1



State Funding: Permanent Local Housing Allocation

Project Budget - Revenues

Project Title Emergency Shelter
 Applicant Name PATH Santa Barbara

Budget Term: 2024 - 2025

| Component | Award Amount |
|-------------------|-------------------|
| Emergency Shelter | \$ 250,000.00 |
| TOTAL | \$ 250,000 |

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

Please specify the source of "Other Federal Funds".

Revenue

| Source | Total Program Budget | PLHA Funds | Other |
|--|----------------------|-------------------|---------------------|
| PLHA Program (This grant) | \$ 250,000 | \$ 250,000 | |
| CDBG - Cities | | | |
| CDBG - County | | | |
| CoC Program | | | |
| ESG - County | | | |
| HOME - Cities | \$ - | | |
| HOME - County | \$ - | | |
| <i>Other Federal Funds (specify program below)</i> | | | |
| | | | |
| | | | |
| <i>Other State Funds (specify program below)</i> | | | |
| SB County HHAP | \$ 400,000 | | \$ 400,000 |
| | \$ - | | |
| Other Funds | | | |
| County Human Services Funds | \$ - | | |
| Other Local Funds: County and City of SB general Funds | \$ 343,264 | | \$ 343,264 |
| Private Trusts and Foundation Funds | \$ 371,796 | | \$ 371,796 |
| Fundraising Events | | | |
| Donations | | | |
| Client Fees | | | |
| <i>Other (specify source below)</i> | | | |
| Cottage Health | \$ 576,700 | | \$ 576,700 |
| County Contracted Beds | \$ 539,744 | | \$ 539,744 |
| City of Santa Barbara Contracted Beds | \$ - | | |
| City of Goleta Contracted Beds | \$ 48,180 | | \$ 48,180 |
| PATH General Funds | \$ 463,316 | | \$ 463,316 |
| Total Revenue | \$ 2,993,000 | \$ 250,000 | \$ 2,743,000 |

Exhibit B- Attachment 2



State Funding: Permanent Local Housing Allocation

Project Budget - Expenses

Project Title: Emergency Shelter
 Applicant Name: PATH Santa Barbara

Expenses

| Expense | Total Program Budget (All shelter) | PLHA Program | Other Source |
|---|------------------------------------|----------------------------|--------------------------------|
| Salaries, Benefits, and Payroll Taxes - Provide detail for all program staff. Add lines as needed. | | | |
| Position/Title | FTE | | |
| Regional Director | 0.6 | \$ 92,602.00 | \$ 7,408 \$ 85,194 |
| Director of Program | 0.65 | \$ 90,722.00 | \$ 7,258 \$ 83,464 |
| Team Supervisor | 2 | \$ 119,375.00 | \$ 9,550 \$ 109,825 |
| Case Manager | 4 | \$ 204,207.00 | \$ 16,336 \$ 187,871 |
| Coordinator FT | 5 | \$ 236,505.00 | \$ 18,921 \$ 217,584 |
| Residential | 2.25 | \$ 109,596.00 | \$ 8,767 \$ 100,829 |
| Cook | 1 | \$ 60,000.00 | \$ 4,800 \$ 55,200 |
| Kitchen Aide | 2 | \$ 93,157.00 | \$ 7,453 \$ 85,704 |
| Kitchen Assistant | 2 | \$ 100,000.00 | \$ 8,000 \$ 92,000 |
| Housing Navigator | 0.6 | \$ 29,100.00 | \$ 2,328 \$ 26,772 |
| Associate | 1 | \$ 46,758.00 | \$ 3,741 \$ 43,017 |
| Operations Associate | 1 | \$ 45,760.00 | \$ 3,661 \$ 42,099 |
| Coordinated Entry | 0.6 | \$ 28,800.00 | \$ 2,304 \$ 26,496 |
| Receptionist | 0.6 | \$ 28,800.00 | \$ 2,304 \$ 26,496 |
| Quality Assurance & | 0.15 | \$ 10,200.00 | \$ 816 \$ 9,384 |
| Finance Analysis | 0.2 | \$ 13,600.00 | \$ 1,088 \$ 12,512 |
| | | | \$ - |
| Subtotal Salary | 23.65 | \$ 1,309,182 | \$ 104,735 \$ 1,204,447 |
| Subtotal Fringe Benefit @ 38% | | \$ 497,489 | \$ 39,799 \$ 457,690 |
| Total Personnel | | \$ 1,806,671 | \$ 144,534 \$ 1,662,137 |
| Client Services and Direct Assistance | | | |
| Pre-Employment/TB test/Live Scan | | \$ 3,565 | \$ 284.00 \$ 3,281 |
| Training | | \$ 6,549 | \$ 521.00 \$ 6,028 |
| Insurance | | \$ 18,411 | \$ 1,474.00 \$ 16,937 |
| Security | | \$ 261,605 | \$ 20,927.00 \$ 240,678 |
| Building Maintenance | | \$ 111,079 | \$ 8,895.00 \$ 102,184 |
| Janitorial | | \$ 162,596 | \$ 13,010.00 \$ 144,586 |
| Utilities | | \$ 82,130 | \$ 6,572.00 \$ 75,558 |
| Rent | | \$ 9,071 | \$ 725.68 \$ 8,345.32 |
| Equipment, Facilities | | \$ 19,844 | \$ 1,589.00 \$ 18,255 |
| Equipment, Staff | | \$ 10,200 | \$ 818.00 \$ 9,382 |
| Office Expenses | | \$ 28,666 | \$ 2,293.00 \$ 26,373 |
| IT & Networking | | \$ 17,386 | \$ 1,386.00 \$ 16,000 |
| Telephone | | \$ 11,818 | \$ 947.00 \$ 10,871 |
| Cellphone | | \$ 18,535 | \$ 1,481.00 \$ 17,054 |
| Mileage & Parking | | \$ 1,725 | \$ 136.00 \$ 1,589 |
| Travel | | \$ 6,000 | \$ 480.00 \$ 5,520 |
| Program Food | | \$ 96,110 | \$ 7,688.80 \$ 88,421.20 |
| Program Transportation | | \$ 15,301 | \$ 1,224.00 \$ 14,077 |
| Program Supplies | | \$ 9,331 | \$ 751.00 \$ 8,580 |
| Program Services | | \$ 26,956 | \$ 2,150.00 \$ 24,806 |
| Client Assistance - Bus Passes | | \$ 3,360 | \$ 270.00 \$ 3,090 |
| Total Non-Personnel | | \$ 914,238 | \$ 82,739 \$ 831,499 |
| Other (specify below) | | | |
| Indirect Costs (Maximum 10% of Grant) | | \$ 272,091 | \$ 22,727 \$ 249,364 |
| Total Indirect Costs (Maximum 10% of Grant) | | \$ 272,091 | \$ 22,727 \$ 249,364 |
| Total Expenses | | \$ 2,993,000 | \$ 250,000 \$ 2,743,000 |
| | | TOTAL PLHA Request: | |

Exhibit C

EXPENDITURE SUMMARY AND PAYMENT REQUEST (ESPR)

State of CA Permanent Local Housing Allocation (PLHA)
County of Santa Barbara Community Services Department

Agency Name: PATH DUNS #: _____
 Project Name: PATH Santa Barbara Shelter Operations and Services
 Address: 816 Cacique Street #3622, Santa Barbara, CA 93103
 Contact Person: Jonathan Castillo Title: Regional Coordinator
 Email Address: JonathanCastillo@ePath.org Phone #: (323) 644-2210

ESPR Request #: _____

Date Submitted: _____

Report Period: Q1
 Q2
 Q3
 Q4

Submit completed ESPR and required documentation to:

Staff Person: Sarah Brasel Title: Housing Program Specialist, Sr.
 Email Address: sbrasel@countyofsb.org Phone #: (805) 568-2468

PO/Contract #: _____

HCD Project #: _____

IDIS Project ID: _____

Grant Budget and Expenditures

| Activity ID | Program Component | Budget Category | Budget | Previous Drawdowns | Requested Drawdown | New Available Balance |
|--------------|---|---------------------|----------------------|--------------------|--------------------|-----------------------|
| | Emergency Shelter Operations and Services | Salaries & Benefits | \$ 144,534.00 | | \$ - | \$ 144,534.00 |
| | Emergency Shelter Operations and Services | Operations | \$ 82,739.00 | | \$ - | \$ 82,739.00 |
| | Emergency Shelter Operations and Services | Indirect Costs | \$ 22,727.00 | | \$ - | \$ 22,727.00 |
| TOTAL | | | \$ 250,000.00 | \$ - | \$ - | \$ 250,000.00 |

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

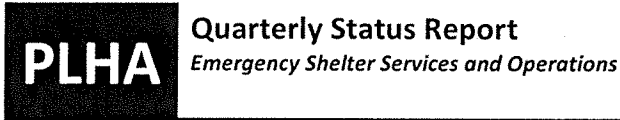
 Name Title

 Signature Date

 Name Title

 Signature Date

EXHIBIT D



County of Santa Barbara
Community Services Department

Instructions: Submit this status report to Sarah Brasel, Housing Program Specialist by email to sbrasel@countyofsb.org.

| | | | |
|---|---|---|---|
| Quarter 1 <input type="checkbox"/> 7/1/2024- 9/30/2024 | Quarter 2 <input type="checkbox"/> 10/1/2024- 12/31/2024 | Quarter 3 <input type="checkbox"/> 1/1/2025- 3/31/2025 | Quarter 4 <input type="checkbox"/> 4/1/2025- 6/30/2025 |
|---|---|---|---|

| | |
|---|--|
| Agency <u>PATH SB</u> | Contact Person <u>Jonathan Castillo</u> |
| Project <u>Emergency Shelter Services & Operations</u> | Phone Number _____ |
| Contract # _____ | Email Address <u>JonathanCastillo@ePath.org</u> |

1. APR Subrecipient Report

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

2. Accomplishments

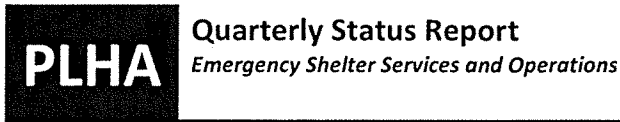
Goals

| | Goal |
|---|-------------|
| Total beds | 10 |
| Approximate number of bed-nights made available | 3,500 |
| Total unduplicated number of persons served | 17 |

Performance Measures – Overall

| | Goal |
|--|-------------|
| Percentage of participants will move into permanent housing at project exit | 30% |
| Percentage of participants that move to other sheltered residential environments (transitional housing, long term care, SUD treatment, etc.) | 40% |
| Percentage of adult participants gaining new or increasing existing cash income at project exit | 30% |

EXHIBIT D



County of Santa Barbara
Community Services Department

| | |
|--|-----|
| Percentage of adult participants will obtain non-cash benefits at project exit | 20% |
| Percentage of participants who move into permanent housing remaining housed for 3 months | 95% |

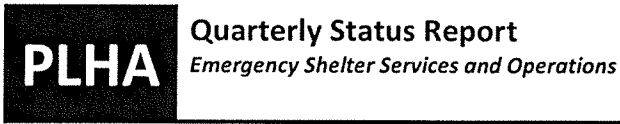
Narrative (Attach additional pages, as needed)

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

3. Race & Ethnicity Data

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

EXHIBIT D



County of Santa Barbara
Community Services Department

| | | |
|---|--|--|
| 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 | | |

4. Project Funding

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

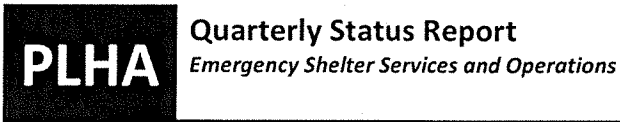
HUD Funds

| | Amount |
|---------------|--------|
| ESG | \$ |
| CDBG – County | \$ |
| CDBG – Other | \$ |
| HOME | \$ |
| HOPWA | \$ |

1 Totals in race and Ethnicity must be equal to each other. Please state a Race and Ethnicity for each client.

2 Subset of total per racial category. Hispanic or Latino refers to a person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.

EXHIBIT D



County of Santa Barbara
Community Services Department

| | | |
|--------------|--|----|
| Total | | \$ |
|--------------|--|----|

Other Funds

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

5. Additional Comments

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

6. Submission Certification

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

Signature: _____ Date: _____

Name & Title: _____

EXHIBIT E

Indemnification and Insurance Requirements

(For contracts involving the care/supervision of children, seniors or vulnerable persons)

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. ***(Not required if CONTRACTOR provides written verification that it has no employees)***
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 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. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the 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 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.
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** – 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.

8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – 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.
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 CONTRACTOR 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. 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 F

State Terms and Conditions

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

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

1. Commencement of Work and Completion Dates

- A. SUBRECIPIENT agrees that the Project shall not commence, nor shall any costs to be paid with Permanent Local Housing Allocation (hereafter the 'Program') funds be incurred or obligated by any party prior to execution of this Agreement by the COUNTY, completion of all required environmental clearances, compliance with the applicable conditions of this Agreement, and not before receipt of an award notification letter from COUNTY.
- B. SUBRECIPIENT agrees that the Project shall be completed by the expiration date specified in this Agreement and that the Scope of Work shall be provided for the full term of this Agreement.

2. Sufficiency of Funds and Termination

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

3. Transfers

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

4. **Contractors and Subcontractors**

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

A. The Agreement between the COUNTY and SUBRECIPIENT shall require that any contractor or subcontractor must:

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

5. **Liability Insurance**

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

6. **Inspections**

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

7. Audit/Retention and Inspection of Records

- A. SUBRECIPIENT agrees to maintain accounting books and records in accordance with Generally Accepted Government Auditing Standards (GAGAS). SUBRECIPIENT agrees that the COUNTY, the STATE Department of General Services, the Bureau of State Audits, or their designated representatives, shall have the right to review and copy any records and supporting documentation pertaining to the performance of this Agreement. SUBRECIPIENT agrees to maintain such records for possible audit for minimum of five (5) years from the expiration date of this Agreement. SUBRECIPIENT agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of employees who might reasonably have information related to such records. Further, SUBRECIPIENT agrees to include a similar right of the COUNTY and State to audit records and interview staff in any subcontract related to performance of this Agreement.
- B. The audit shall be performed by a qualified State, local, or independent auditor. SUBRECIPIENT shall notify the COUNTY of the auditor's name and address immediately after the selection has been made. The contract for audit shall include a clause which permits access by the COUNTY and State to the independent auditor's working papers.
- C. SUBRECIPIENT shall comply with the audit requirements contained in 2 CFR Part 200 Subpart F.

8. Monitoring Grant Activities

- A. COUNTY shall monitor the SUBRECIPIENT activities to ensure compliance with federal and State PLHA requirements. An onsite monitoring visit of SUBRECIPIENT may occur whenever determined necessary by the COUNTY, but at least once during the grant period.
- B. The COUNTY shall monitor the performance of the SUBRECIPIENT based on a risk assessment and according to the terms of this Agreement.
- C. The COUNTY shall monitor the performance of SUBRECIPIENT and the Project based on the performance measures used by the PLHA program. In the event that project-level or system-wide performance consistently remains low, the COUNTY shall work collaboratively with the SUBRECIPIENT to develop performance improvement plans which shall be incorporated into this Agreement and other agreements required.

- D. If it is determined that a SUBRECIPIENT falsified any certification; application; or informational, financial, or contract report, the SUBRECIPIENT shall be required to reimburse to COUNTY the full amount of the funds provided by this Agreement, and may be prohibited from any further participation in the PLHA program.
- E. As requested by the COUNTY, the SUBRECIPIENT shall submit to the COUNTY all PLHA monitoring documentation necessary to ensure that SUBRECIPIENT is in continued compliance with PLHA requirements. Such documentation requirements and the submission deadline shall be provided by the COUNTY at the time such information is requested from the SUBRECIPIENT.

9. Waivers

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

10. Litigation

- A. If any provision of this Agreement, or any underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the COUNTY, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are, and shall be, deemed severable.
- B. SUBRECIPIENT shall notify the COUNTY immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement of the COUNTY and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of the COUNTY.

11. Compliance with State Law and Regulations

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

12. Environmental Requirements

This Agreement is subject to the provisions of the California Environmental Quality Act (CEQA). SUBRECIPIENT assumes responsibility to fully comply with CEQA's requirements regarding the Agreement. The obligation of funds and incurring of costs is hereby conditioned upon compliance with CEQA, and completion by the COUNTY and the State of all applicable review and approval requirements.

13. Eligible Activities

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

14. Core Practices

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

15. Core Components of Housing First

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

16. Reporting and Recordkeeping

- A. By October 20th of each year, SUBRECIPIENT shall submit a final Annual Performance Report to the COUNTY. In accordance with federal reporting requirements, the report shall include, but not be limited to, beneficiary data including performance measurements.
- B. No less than once per quarter, but not more often than monthly, SUBRECIPIENT shall provide COUNTY with a PLHA Program Quarterly Status Report, for which a sample is attached hereto as Exhibit D, on or before the twentieth day of October, January, April, and July, setting forth its activities for the previous quarter. Further, should the State require additional reports, SUBRECIPIENT agrees to submit such reports in a timely fashion in a manner and format approved by the COUNTY and State. A close-out-of-grant report shall be submitted within twenty (20) days after the end of the reporting period.
- C. SUBRECIPIENT shall manage and maintain all client data information using a Homeless Management Information System (HMIS). SUBRECIPIENT shall collect all program data elements using HMIS and comply with all reporting requirements.
- D. SUBRECIPIENT shall maintain all fiscal and program records pertaining to the Agreement for a period of five (5) years from the date of expiration of the Agreement.
- E. SUBRECIPIENT shall submit required reports on forms approved by COUNTY.