

**SUBRECIPIENT AGREEMENT
BETWEEN
COUNTY OF SANTA BARBARA
AND
PEOPLE ASSISTING THE HOMELESS (PATH)**

**Interim Housing for Persons in Encampments along the Transit Corridors
State of California Encampment Resolution Funding (CERF)**

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

WITNESSETH THAT:

WHEREAS, The State of California has established the California Encampment Resolution Funding Program (“CERF” or “Program”) pursuant to Chapter 7 (commencing with Section 50250) of Part 1 of Division 31 of the Health and Safety Code (Amended by Stats. 2021, Ch. 111, Sec.13. (AB 140) effective July 19, 2021) to provide one-time, competitive grant funds to counties and other jurisdictions; and

WHEREAS, the Program is administered by the California Interagency Council on Homelessness (Cal ICH) in the Business, Consumer Services and Housing Agency (“Agency”);

WHEREAS, On December 14, 2021, the County of Santa Barbara’s Board of Supervisors passed and adopted Resolution No. 21-01118, allowing the Director of the Community Services Department to apply for, receive, and administer the CERF funds for the County of Santa Barbara; and

WHEREAS, the County entered into a Standard Agreement with the State of California for \$2,520,000 in CERF funding, which sets forth Program guidelines (the “CERF Program Guidelines”); and

WHEREAS, SUBRECIPIENT’s services are eligible activities as outlined in the State’s CERF Program Guidelines as they constitute an innovative service delivery model and cross-systems collaboration that supports individuals experiencing homelessness in encampments as they move towards a meaningful path to safe and stable housing, using non-punitive, low-barrier, person-centered, Housing First approaches, as set forth in Welfare and Institutions Code sections 8255 et seq.; and

WHEREAS, COUNTY selected the following eligible activities from the State’s CERF Program Guidelines: Staffing for Outreach and Engagement, Client Services and Direct Assistance, Interim Housing, Environmental Rehabilitation, and Transportation; and

NOW, THEREFORE, the parties hereto agree that the above recitals are true to the best of their knowledge and, in consideration of the mutual covenants and conditions contained herein, it is agreed by and between the parties hereto that they will carry out the Program according to this Agreement 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. Services shall 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

This agreement is for the SUBRECIPIENT to provide up to 12 beds for interim housing. Activities funded by this Agreement are limited to the program components and eligible activities as described in the Scope of Services attached hereto as Exhibit A and incorporated herein. Services shall 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. All activities shall operate in a manner consistent with the requirements of Housing First as set forth in Welfare and Institutions Code sections 8255 et seq., 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 supportive services in accordance with best practices, as set forth in Exhibit A ("Services").

C. Staffing

All Services shall be performed by SUBRECIPIENT or under SUBRECIPIENT's supervision. SUBRECIPIENT represents that it possesses the professional and technical personnel required to perform the Services required by this Agreement. SUBRECIPIENT and its contractors and subcontractors shall perform all Services in a manner commensurate with their own usual and customary standards and with the reasonable and ordinary level of care provided by others performing similar or like work.

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

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

D. Levels of Accomplishment – Goals and Performance Measures

SUBRECIPIENT shall report performance data to COUNTY quarterly, in accordance with Sections 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 otherwise required by the State.

E. Performance Monitoring

SUBRECIPIENT shall provide all Services in a manner satisfactory to COUNTY, including, but not limited to, meeting all performance measures outlined in this Agreement. In addition, COUNTY shall review the performance of SUBRECIPIENT in accord with the applicable provisions of the CERF Program Guidelines and all CERF implementing regulations, guidance, and rules. COUNTY shall monitor the performance of SUBRECIPIENT against the goals and performance measures set forth in Section I.D of this Agreement and Exhibit A. SUBRECIPIENT's failure to meet any of these goals and performance measures as determined by COUNTY in its sole discretion shall constitute a breach of this Agreement. If action to

correct such breach is not taken by SUBRECIPIENT within seven (7) days after being notified by COUNTY, contract suspension or termination procedures may be initiated by COUNTY pursuant to Section VI.F of this Agreement.

F. COUNTY Recognition

SUBRECIPIENT shall ensure recognition of the role of COUNTY in providing CERF 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 CERF Program funds made available under this Agreement.

II. TERM

A. Term and Time of Performance

The term of this Agreement shall begin on January 1, 2023, and shall terminate on June 30, 2024, subject to annual COUNTY appropriations and budget approval, unless suspended or terminated earlier, or there are no CERF funds available to the COUNTY for any reason (the "Term"). All work to be performed hereunder as described in the Scope of Services and that is funded with CERF funds may commence on January 1, 2023, and shall be completed by June 30, 2024 (the "Award Time of Performance"). Any funds not expended by June 30, 2024 shall no longer be available to the SUBRECIPIENT and shall be returned to the COUNTY.

B. Close-outs

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

III. BUDGET

SUBRECIPIENT is providing interim housing beds, meals, daily hygiene and case management services at a rate of \$75 per bed/per night. COUNTY will compensate SUBRECIPIENT for all 12 beds for the designated time period in order that they are reserved for CERF use. Payments shall be requested on a quarterly basis with a daily census report of beds occupied. COUNTY agrees to work with local providers to coordinate referrals to maintain at least 9 beds occupied at all times during the Term (75% occupancy).

SUBRECIPIENT shall submit invoices for reimbursement under this Agreement only for allowable costs and an accurate analysis of costs acceptable under the CERF Program Guidelines. SUBRECIPIENT shall comply with all requirements of the Program, including, but not limited to, Chapter 7 (commencing with Section 50250) of Part 1 of Division 31 of the Health and Safety Code (amended by Stats. 2021, Ch. 111, Sec.13 (AB 140) Effective July 19, 2021) and the Standard Agreement between the State and COUNTY and all Exhibits, Attachments, and Appendices thereto. SUBRECIPIENT shall maintain, and shall provide to COUNTY upon COUNTY's request, documentation evidencing SUBRECIPIENT's compliance with the foregoing CERF requirements 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 CERF funds to be paid by COUNTY under this Agreement shall not exceed **\$492,300**, subject to annual appropriations and budget approval. Periodic compensation for the daily bed rate will be provided to SUBRECIPIENT in accord with CERF Program Guidelines, no less than once per quarter, but not more often than monthly. COUNTY shall review each SUBRECIPIENT claim and shall reimburse SUBRECIPIENT for allowable costs for eligible Services within thirty (30) days after receiving SUBRECIPIENT’s completed payment request.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via United States Postal Service (postage prepaid), commercial courier, or personal delivery. Notices may be sent by facsimile or other electronic means if the Party to be noticed consents to the delivery of the notice by facsimile or such electronic means, and if the Party required to give notice delivers such notice via United States Postal Service mail (postage prepaid), 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 under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Notices and other written communications concerning this Agreement shall be directed to the Parties’ respective representatives as follows:

COUNTY

Dinah Lockhart, Deputy Director
County of Santa Barbara
Community Services Department
Housing and Community Development Division
123 E. Anapamu St., Second Floor
Santa Barbara, CA 93101
Office: (805) 568-3523
dlockhart@sbccsd.org

SUBRECIPIENT

Jennifer Hark Dietz, CEO & Executive Director
PATH
340 N. Madison Avenue
Los Angeles, CA 90004
Office: (323) 644-2211
Fax: (323) 297-1942

VI. GENERAL CONDITIONS

A. General Compliance

SUBRECIPIENT agrees to comply with the requirements of the CERF Program, including the statutes set forth in Health and Safety Code, Div. 31, Part 1, Ch. 7, Sec. 50250-50254, Program guidelines, Welfare and Institutions Code 8255 et seq., and additional regulations and program guidance as may be applicable from time to time. In addition, SUBRECIPIENT agrees to comply with the terms of the award, Title 25 of the California Code of Regulations (CCR), Sections 8400 et seq. (“State Regulations”), attached hereto as Exhibit E and incorporated herein, including the grant agreement, assurances in applications, notices of award, and all other applicable federal, state, and local laws, regulations, ordinances, orders, rules, guidelines, directives, circulars, bulletins, notices, and policies governing the CERF 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 services in a manner consistent with all federal and state requirements and standards required as a condition of receiving and expending CERF 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 all interest and penalties, if any. Such 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 as Exhibit D and incorporated herein by this reference.

D. Workers' Compensation

SUBRECIPIENT shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of Services and this Agreement as set forth in Exhibit D.

E. Changes or Amendments

Any changes to this Agreement, unless otherwise noted, may only be made through a written amendment to this Agreement duly executed by each of COUNTY and SUBRECIPIENT. COUNTY and SUBRECIPIENT may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, are executed in writing, and signed by a duly authorized representative of each Party. Such amendments shall not invalidate any parts of this Agreement that are not changed by the amendment, nor relieve or release either of COUNTY or SUBRECIPIENT from such Party's respective obligations under this Agreement that are not changed by such amendment. SUBRECIPIENT agrees to not unreasonably withhold its approval of any amendments proposed by COUNTY that are necessary in order to conform with federal, state, or local governmental laws, regulations, ordinances, orders, rules, directives, circulars, bulletins, notices, guidelines, policies, CERF Program Requirements, or available funding amounts.

Any amendments to this Agreement must be approved by the COUNTY Board of Supervisors and executed by the Chair of the Board, except that the Director of CSD or designee is authorized to approve at his or her discretion and execute amendments to this Agreement on behalf of COUNTY as follows:

1. The Director of Community Services may approve administrative changes to the Agreement that are necessary in order to conform with federal, state or local governmental laws, regulations, ordinances, orders, rules, directives, circulars, bulletins, notices, guidelines, policies, and available funding amounts, subject to concurrence by County Counsel and Risk, provided that no such amendment shall increase the amount of funding hereunder or extend the Term.

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 or CERF Program Requirements including, but not limited to, the

grant 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 CERF funds provided under this Agreement;
- Actions and behavior by SUBRECIPIENT that undermine 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 that are false or that are incorrect or incomplete in any material respect.

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

1. Termination by COUNTY

COUNTY may, by written notice to SUBRECIPIENT, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for 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 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 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, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, SUBRECIPIENT shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is 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, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, COUNTY determines that the remaining portion of the award will not accomplish the purposes for which the Agreement was made, COUNTY may terminate the Agreement in its entirety.

3. Upon termination, SUBRECIPIENT shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or

produced by SUBRECIPIENT in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit SUBRECIPIENT to retain.

4. In the event that SUBRECIPIENT ceases or intends to cease to operate (i.e. dissolution of corporate status, declaration of bankruptcy, etc.), 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 State of California demands reimbursement from COUNTY for COUNTY's payments to SUBRECIPIENT due to SUBRECIPIENT's failure to comply with the terms of the State's award to COUNTY, including, but not limited to, the grant agreement, assurances in applications, or notices of award, any applicable term of this Agreement, or any law, regulation, ordinance, order, rule, directive, circular, bulletin, notice, guideline, or policy referred to herein, or as may become applicable at any time, SUBRECIPIENT shall fully and completely reimburse COUNTY in the total amount of such disallowed payments.

G. STATE and COUNTY Enforcement of CERF Program Requirements

COUNTY and SUBRECIPIENT acknowledge that the State will review the performance of COUNTY and SUBRECIPIENT in carrying out their responsibilities as the recipient of CERF funds, and COUNTY must take actions as prescribed if COUNTY determines that SUBRECIPIENT is not complying with the state requirements or this Agreement.

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards
SUBRECIPIENT agrees to comply with and adhere to the accounting principles and procedures required herein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
2. Cost Principles
SUBRECIPIENT shall administer its program in accordance with the State of California Encampment Resolution Funding Program ("CERF"), including, but not limited to, Chapter 7 (commencing with Section 50250) of Part 1 of Division 31 of the Health and Safety Code (Amended by Stats. 2021, Ch. 111, Sec.13 (AB 140) Effective July 19, 2021), and the Standard Agreement between the State and COUNTY and all Exhibits, Attachments, and Appendices thereto. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.
3. Indirect Costs
SUBRECIPIENT may charge an indirect cost allocation under this Agreement. The indirect cost allocation may not exceed ten percent of the allowable direct costs under the CERF activity unless COUNTY approves a higher limit for the indirect cost allocation through a duly executed amendment to the Agreement.
4. 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 herein.

5. Travel

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

B. Documentation and Record Keeping

1. Records to Be Maintained

Cal ICH and its designees shall have the right to review, obtain, and copy all records and supporting documentation pertaining to SUBRECIPIENT's performance under this Agreement. SUBRECIPIENT agrees to provide Cal ICH, and its designees, with all relevant information requested. SUBRECIPIENT agrees to give Cal ICH and its designees access to SUBRECIPIENT's premises, upon reasonable notice and during normal business hours, for the purpose of interviewing employees who might reasonably have information related to such records, and of inspecting and copying such books, records, accounts, and other materials that may be relevant to an investigation of compliance with the Encampment Resolution Funding Program laws, guidance, or directives, and this Agreement.

SUBRECIPIENT shall comply with all reporting requirements of COUNTY and shall maintain all records required by and described in State laws including, but not limited to, the CERF and its related implementing regulations, guidance, and rules, and all other records that are pertinent to the activities 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 its designated representatives have the right to review and copy any records and supporting documentation pertaining to the performance of this Agreement. Such records shall include, but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records required to determine the eligibility of activities;
- c. Records supporting disbursements of CERF funds for the performance of eligible activities;
- d. Records supporting the sources of costs expended for eligible activities under the CERF Program;
- e. Financial records as required by the State of California Encampment Resolution Funding Program ("CERF"), including, but not limited to, Chapter 7 (commencing with Section 50250) of Part 1 of Division 31 of the Health and Safety Code (Amended by Stats. 2021, Ch. 111, Sec.13 (AB 140) Effective July 19, 2021), and the Standard Agreement between the State and COUNTY and all Exhibits, Attachments, and Appendices thereto; and
- f. Other records necessary to document compliance with applicable state and 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 System and follow all relevant policies and procedures.

3. Retention

SUBRECIPIENT shall retain all records required by or pertinent to this Agreement for five (5) years. The five-year retention period begins on the date that all funds from the Agreement under which a program participant was served are expended and the final payment for eligible expenses has been submitted to COUNTY by SUBRECIPIENT and has been paid by COUNTY. Notwithstanding the above, if there is litigation, claims, demands, audits, negotiations, disputes, or other actions that involve any of the records and that have started before the expiration of the required retention period, then such records must be retained until completion of the actions and final resolution of all issues, or the expiration of the required retention period, whichever occurs later.

4. Ownership of Documents

Each and every report, draft, map, record, plan, document and other writing (hereinafter "Documents") produced, prepared or caused to be produced or prepared by SUBRECIPIENT, its officers, employees, agents, representatives, 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 materials in its sole discretion without further compensation to SUBRECIPIENT or any other party. SUBRECIPIENT shall, at SUBRECIPIENT's own expense, provide such Documents to COUNTY upon COUNTY'S written request.

5. Disclosure

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

6. Audits and Inspections

All SUBRECIPIENT records with respect to any matters covered by this Agreement shall be made available to the COUNTY, State, and Federal governments or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make copies, excerpts, or transcripts of all relevant data. Any deficiencies, audit findings, or required corrective actions noted in audit reports must be fully cleared by the SUBRECIPIENT within 30 days after receipt by SUBRECIPIENT unless a longer time period is agreed upon in writing by the COUNTY. SUBRECIPIENT hereby agrees to have an annual program-specific audit conducted by a certified public accounting firm in accordance with the State of California Encampment Resolution Funding Program ("CERF"), including, but not limited to, Chapter 7 (commencing with Section 50250) of Part 1 of Division 31 of the Health and Safety Code (Amended by Stats. 2021, Ch. 111, Sec.13 (AB 140) Effective July 19, 2021) and the Standard Agreement between the State and COUNTY and all Exhibits, Attachments, and Appendices thereto, 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 all 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 federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including

but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments, and all other costs of whatever nature. Immediately upon notification from COUNTY, SUBRECIPIENT shall reimburse the amount of the audit exceptions and all other related costs directly to COUNTY 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, and Federal or other authorized officials or their agents, to ascertain compliance with the laws, rules, regulations, executive orders, ordinances, resolutions, guidelines, policies, directives, standards, and provisions stated in this Agreement or CERF.

C. Reports

SUBRECIPIENT shall provide COUNTY with CERF Quarterly Status Report, for which a sample is attached hereto as Exhibit C, 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. 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 Federal and State laws and regulations. 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 shall 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 shall 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 CERF 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 or transfer any interest in this Agreement without the prior written consent of COUNTY thereto and any attempt to so assign or so transfer without such consent shall be voidable and without legal effect and shall constitute grounds for termination; 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. Notice of any such assignment or transfer shall be furnished promptly to COUNTY.

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 written consent of COUNTY prior to the execution of such agreement. A contractor or subcontractor is not eligible to receive CERF funds if the contractor is not licensed and in good standing in the State of California or is listed on the Federal Consolidated List of Debarred, Suspended and Ineligible Contractors.

b. Monitoring

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

c. Content

SUBRECIPIENT shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any contract or subcontract executed by a contractor or subcontractor for that contractor's or subcontractor's performance of this Agreement.

d. Selection Process

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

e. Insurance

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

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 agrees to abide by and keep records to show compliance with the organizational and individual conflicts of interest provisions of the State of California Encampment Resolution Funding Program ("CERF"), including, but not limited to, Chapter 7 (commencing with Section 50250) of Part 1 of Division 31 of the Health and Safety Code (Amended by Stats. 2021, Ch. 111, Sec.13 (AB 140) Effective July 19, 2021) and the Standard Agreement between the State and COUNTY and all Exhibits, Attachments, and Appendices thereto, which include, but are not limited to, the following:

- a. 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 CERF funds.
- b. No employee, officer, agent or consultant of SUBRECIPIENT shall participate in the selection, or in the award, or administration of, a contract supported by CERF funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CERF -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 CERF-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 CERF-funded activity, or with respect to the proceeds derived from the CERF-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 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/or HUD reserves the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the materials, works or inventions for governmental purposes.

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

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

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 Work. The obligation of funds and incurring of costs 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, 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 for the use of funds received under this Agreement, and it supersedes all prior and contemporaneous communications and proposals, whether electronic, oral, or written between the COUNTY and the SUBRECIPIENT with respect to this Agreement. Each party waives the future right to claim, contest, or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver, or estoppel.

XIV. REMEDIES NOT EXCLUSIVE

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

XV. TIME IS OF THE ESSENCE

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

XVI. NONEXCLUSIVE AGREEMENT

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

XVII. CALIFORNIA LAW

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

XVIII. EXECUTION OF COUNTERPARTS

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

XIX. AUTHORITY

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

XX. PRECEDENCE

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of this Agreement shall prevail over those in the Exhibits.

[Signatures on Following Pages]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date set forth above.

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

"COUNTY"
COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

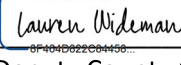
By: _____
Joan Hartmann, Chair
Board of Supervisors

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

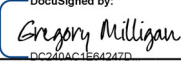
By:  _____
Auditor-Controller

By:  _____
George Chapjian
Community Services Director

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

By:  _____
Deputy County Counsel

APPROVED AS TO FORM:
GREG MILLIGAN
RISK MANAGEMENT

By:  _____
Risk Manager

“SUBRECIPIENT”

PEOPLE ASSISTING THE HOMELESS (PATH)

By: DocuSigned by:
Jennifer Hark-Dietz
8D9C9C42CC7B4A4

Jennifer Hark Dietz, CEO & Executive Director

EXHIBIT A

Scope of Services

State of CA Encampment Resolution Funding (CERF)

Project Title:	Interim Housing for Persons in Encampments along the Transit Corridor
Agreement Amount:	\$ 492,300
Time of Performance:	January 1, 2023 – June 30, 2024

A. INTRODUCTION

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

B. PROJECT DESCRIPTION**1. Purpose**

The purpose of the Services is to provide interim housing following robust outreach and engagement with a goal of moving persons from unsheltered homelessness into shelter and permanent housing through case management and housing navigation services (the “Project”). SUBRECIPIENT’s interim housing Services shall include essential services, system navigation, and operations in south Santa Barbara county, including cities and unincorporated areas.

2. Services**a. General**

SUBRECIPIENT shall provide 12 interim housing beds for persons moving from encampments in the transit corridors in southern Santa Barbara County. SUBRECIPIENT’s Case Managers shall engage participants and connect them to services as well as permanent and other housing opportunities. SUBRECIPIENT shall provide meals, daily hygiene and case management services at an all-inclusive rate of \$75 per bed/per night. PATH will be compensated for all 12 beds for the designated time period in order that they may be reserved for CERF use. SUBRECIPIENT shall request payments on a quarterly basis with a daily census report of beds occupied. County agrees to work with local providers to coordinate referrals to maintain 75% occupancy or 9 beds occupied.

In addition, SUBRECIPIENT shall contribute to the HMIS for the Santa Maria / Santa Barbara County Continuum of Care.

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.

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

b. Federal and State Regulatory Information

Activity	Federal Regulation	State Regulation
Interim Housing		Health and Safety Code, Div. 31, Part 1, Ch. 7, Sec. 50254 et seq.
Emergency Shelter	24 CFR 576.102	25 CCR 8408 25 CCR 8409

3. Levels of Accomplishment

a. Goals

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

Interim Housing

	Goal
Total number of beds	12
Total number of bed-nights available	6,564
Total unduplicated number of persons served	36

b. Performance Measures

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

Interim Housing

	Goal
% of participants will move into permanent housing at project exit	27%
% of participants that will move to other sheltered environments at project exit	64%
% of adult participants gaining new or increasing existing earned income or cash benefits at project exit	20%

C. DATA COLLECTION AND REPORTING**1. General**

Data collection must be completed in accordance with Health and Safety Code, Div. 31, Part 1, Ch. 7, Sec. 50254 et seq., HMIS Policies and Procedures, Fulcrum mapping software, and any additional data collection required by State funding, 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

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

Period	Due Date
January 1, 2023 – March 31, 2023	April 20, 2023
April 1, 2023 – June 30, 2023	July 20, 2023
July 1, 2023 – September 30, 2023	October 20, 2023
October 1, 2023 – December 31, 2023	January 20, 2024
January 1, 2024 – March 31, 2024	April 20, 2024
April 1, 2024 – June 30, 2024	July 20, 2024

3. Report Content

Status Reports must contain the following:

- a. CERF Annual Performance Report (APR) 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 Executive Director or his or her designee attesting to the accuracy of the information submitted.

See Exhibit C for a Status Report sample.

EXHIBIT B

Payment Arrangements

State of CA Encampment Resolution Funding (CERF)

Project Title:	Interim Housing for Persons in Encampments along the Transit Corridor
Agreement Amount:	\$ 492,300
Time of Performance:	January 1, 2023 – June 30, 2024

Periodic Compensation

- A. For SUBRECIPIENT services to be rendered under this Agreement, SUB-RECIPIENT shall be paid a total contract amount, including cost reimbursements, not to exceed \$ **492,300**.
- B. Payment for services and /or reimbursement of costs shall be made upon SUBRECIPIENT's satisfactory performance of Services, based upon the scope and methodology contained in EXHIBIT A, as determined by COUNTY.
- C. Quarterly, SUBRECIPIENT shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from SUBRECIPIENT.
- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require SUBRECIPIENT to correct such work or billings or seek any other legal remedy.
- E. SUBRECIPIENT shall provide interim housing beds, meals, daily hygiene, and case management services at an all-inclusive rate of \$75 per bed/per night. Payments will be requested on a quarterly basis with a daily census report of beds occupied.

Attachment B-1

letter from PATH re shelter bed rate

Exhibit C
Q report

EXHIBIT D
Indemnification and Insurance Requirements
(For Professional Contracts)

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.

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 E

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 CERF 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; the Federal Statutes; the Federal Regulations; the State 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 CERF 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 CERF 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 information, 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 CERF program.
- E. As requested by the COUNTY, the SUBRECIPIENT shall submit to the COUNTY all CERF monitoring documentation necessary to ensure that SUBRECIPIENT is in continued compliance with State CERF 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. Prevailing Wages

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

14. Eligible Activities

- A. State CERF funds awarded by the COUNTY shall be used for the eligible activities set forth in Exhibits A and B as permitted under the State regulations.

15. Core Practices

All CERF-funded activities shall operate in a manner consistent with the requirements of Health and Safety Code, Div. 31, Part 1, Ch. 7, Sec. 50254 et seq., including, but not limited to, use of a homeless coordinated entry system, housing first practices, and progressive engagement practices.

16. Core Components of Housing First

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

17. Reporting and Recordkeeping

- A. By October 15, 2024, 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 an CERF Program Quarterly Status Report, for which a sample is attached hereto as Exhibit C, on or before the 20th day following the close of the previous month, 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 fifteen (15) days after the end of the reporting period.

- C. SUBRECIPIENT shall manage and maintain all client data information using a Homeless Management Information System (HMIS) or comparable data system (defined as a separate data system that collects required HMIS and CERF data elements and complies with all Federal and State data and technical Standards). SUBRECIPIENT shall collect all program data elements using the HMIS and comply with all reporting requirements.
- D. SUBRECIPIENT shall maintain all fiscal and program records pertaining to the 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 the County.