

**SUBRECIPIENT AGREEMENT**  
**BETWEEN**  
**COUNTY OF SANTA BARBARA**  
**AND**  
**LEGAL AID FOUNDATION OF SANTA BARBARA COUNTY**

**Disability Benefits Advocacy**  
**State of California Housing Disability Advocacy Program (HDAP)**

THIS AGREEMENT is made and entered into by and between the County of Santa Barbara (herein called the "COUNTY"), a political subdivision of the State of California, and **Legal Aid Foundation of Santa Barbara County** (herein called the "SUBRECIPIENT"), a California nonprofit organization, whose address is 301 E Canon Perdido St, Santa Barbara, CA 93101.

**WITNESSETH THAT:**

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

**WHEREAS**, the Community Services Department has executed an MOU with the Department of Social Services for project management and oversight for HDAP. CSD must implement local HDAP projects consistent with relevant laws, regulations, program guidance, and evidence-based practices, including, but not limited to: Welfare and Institutions Code sections 18999-18999.6; California Department of Social Services All County Letters, including ACL 19-104; California Department of Health Care Services All County Welfare Directors' Letters, including the ACWDL dated August 10, 2020; Housing First requirements as enumerated in Welfare and Institutions Code sections 8255 et seq. and further outlined in ACL 19-114; evidence-based practices in homeless assistance and homelessness prevention; benefits advocacy guidelines issued by HDAP program guidance; and, the duties of appointed representatives issued by the Social Security Administration, including Rules of Conduct and Standards of Responsibility for Representatives, which can be found at 20 C.F.R. section 404.1740 and section 416.1540; and

**WHEREAS**, the Budget Act of 2021 ([Senate Bill 129, Chapter 69, Statutes of 2021](#)) appropriated a total of \$175.0 million for HDAP in Fiscal Year (FY) 2021-22; and

**WHEREAS**, the All County Welfare Directors' Letter dated September 13, 2021 announced a noncompetitive allocation for HDAP for all fifty-eight (58) counties, and the allocation to Santa Barbara County is \$1,526,720; and

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

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

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, it is agreed by and between the parties hereto that:

**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

Activities funded by the HDAP Program are limited to the following program components and eligible activities: outreach, case management, and housing assistance, all as set forth in California Welfare and Institutions Code (WIC) Sections 18999-18999.6; California Department of Social Services All County Letters, including ACL 19-104; and California Department of Health Care Services All County Welfare Directors' Letters, including the ACWDL dated August 10, 2020,. [WIC Section 8256](#) requires that all state-funded housing programs operate in accordance with the Core Components of Housing First as enumerated in [WIC Section 8255. Subrecipient shall be responsible for providing the activities and services set forth in Exhibit A.](#)

**C. Staffing**

Only the salary and benefits for the positions listed in the budget in Exhibit B as funded with HDAP funds, if any, are eligible for reimbursement. All services shall be performed by SUBRECIPIENT and its contractors and sub-contractors approved by COUNTY and the State as applicable. SUBRECIPIENT represents that it possesses the professional and technical personnel required to perform the services required by this Agreement. SUBRECIPIENT and its contractors and subcontractors shall perform all services in a 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 or the State. SUBRECIPIENT represents and warrants that the services to be performed will conform to the requirements of this Agreement; all applicable federal, state, and local laws; and the highest professional standards.

SUBRECIPIENT represents and warrants to COUNTY that it and its contractors and subcontractors have, shall obtain, and shall keep in full force and effect during the term 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.

**D. Levels of Accomplishment – Goals and Performance Measures**

SUBRECIPIENT shall report performance data to COUNTY quarterly, in accordance with California Department of Social Services reporting requirements and this Agreement, regarding the goals and performance measures set forth in Exhibit A,

**E. Performance Monitoring**

SUBRECIPIENT shall be responsible for providing services in a manner satisfactory to COUNTY. In addition, COUNTY will review the performance of SUBRECIPIENT in accord with WIC Sections 18999-18999.6; California Department of Social Services All County Letters, including ACL 19-104; and California Department of Health Care Services All County Welfare Directors' Letters, including the ACWDL dated August 10, 2020. COUNTY may monitor the performance of SUBRECIPIENT against the goals and performance measures set forth in Section I.D of this Agreement and Exhibit A. SUBRECIPIENT's failure to meet any of these goals and performance measures as determined by COUNTY in its sole discretion shall constitute a breach of this Agreement. If action to correct such breach is not taken by SUBRECIPIENT within seven (7) days after being notified by COUNTY, contract suspension or termination procedures may be initiated pursuant to Section VI.F of this Agreement.

**F. COUNTY Recognition**

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

**II. TERM**

**A. Time of Performance**

This Agreement shall begin on August 16,, 2022 (Operating Start Date) and shall terminate on June 30, 2024, subject to annual appropriations and budget approval, unless suspended or terminated earlier or there are no HDAP funds available for any reason. All work to be performed hereunder and set out in the Scope of Services may commence on the Operating Start date and shall terminate on June 30, 2024. Any funds not expended by June 30, 2024 shall no longer be available to the SUBRECIPIENT and must be returned to the COUNTY.

**B. Close-outs**

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

**III. BUDGET**

The budget for SUBRECIPIENT's services specifying HDAP-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. Any amendments to the budget shall require prior written approval by both COUNTY's Community Services Department Director, or designee and SUBRECIPIENT in accordance with Section VI.E.

SUBRECIPIENT represents that the budget includes only allowable costs and an accurate analysis of costs acceptable under the State HDAP program guidelines pursuant to WIC Sections 18999-18999.6; California Department of Social Services All County Letters, including ACL 19-104; and California Department of Health Care Services All County Welfare Directors' Letters, including the ACWDL dated August 10, 2020.

Budget line-items shall be in sufficient detail to provide a sound basis for COUNTY to effectively monitor SUBRECIPIENT's performance under this Agreement.

SUBRECIPIENT further agrees to utilize State HDAP Program funds available under this Agreement to supplement rather than supplant funds otherwise available.

**IV. PAYMENT**

It is expressly agreed and understood that the total amount to be paid by COUNTY under this Agreement shall not exceed \$ 285,000 Drawdowns for the payment of eligible expenses shall be made in accordance with the line item budgets specified in Exhibit B hereto. No less than once per quarter SUBRECIPIENT may request reimbursement for its expenditures. SUBRECIPIENT shall submit a completed Expenditure Summary and Payment Request (ESPR) together with proper support documentation for services described in Sections I.A and I.B and staff salaries and benefits described in Section I.C and performance data required in Sections I.D, VII.B.1, VII.B.2, and VII.C of this Agreement. No costs shall be invoiced or billed except for expenditures authorized in the budget as set forth in Exhibit B. The itemized costs shall be of sufficient detail to provide a sound basis for COUNTY to effectively monitor costs under this Agreement. COUNTY shall review the claim and shall reimburse SUBRECIPIENT for allowable costs within thirty (30) days after receiving SUBRECIPIENT's complete and correct payment request. Expenses for which SUBRECIPIENT will seek reimbursement under this Agreement shall have been incurred within the Term of this Agreement; however, SUBRECIPIENT may submit a final ESPR for eligible expenses up to twenty days following the Term of this Agreement.

**V. NOTICES**

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

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

**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) 568-3520  
Fax: (805) 560-1091

**SUBRECIPIENT**

Jennifer R. Smith  
Legal Aid Foundation of Santa Barbara County  
301 E Canon Perdido St,  
Santa Barbara, CA 93101  
[jsmith@lafsb.org](mailto:jsmith@lafsb.org)  
(805) 963.6754 x103

**VI. GENERAL CONDITIONS**

**A. General Compliance**

SUBRECIPIENT agrees to comply with the requirements of the HDAP Program, including Welfare and Institutions Code sections 18999-18999.6; California Department of Social Services All County Letters, including ACL 19-104; California Department of Health Care Services All County Welfare Directors' Letters; Housing First requirements as enumerated in Welfare and Institutions Code sections 8255 et seq. and further outlined in ACL 19-114; evidence-based practices in homeless assistance and

homelessness prevention; benefits advocacy guidelines issued by HDAP program guidance; and, the duties of appointed representatives issued by the Social Security Administration, including Rules of Conduct and Standards of Responsibility for Representatives, which can be found at 20 C.F.R. section 404.1740 and section 416.1540.

. SUBRECIPIENT also agrees to comply with State Terms and Conditions attached hereto and incorporated as Exhibit F, State grant Standard Agreements, assurances in applications, notices of award, and all other applicable federal, state, and local laws, regulations, ordinances, orders, rules, guidelines, directives, circulars, bulletins, notices, and policies governing the HDAP 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 HDAP 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**

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

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

1. COUNTY's Director of Community Services may approve changes to the Budget attached hereto as Exhibit B. Such changes shall be limited to revisions to the amounts in each HDAP-funded Budget line item not in excess of ten percent (10%); provided that all expenditures are eligible pursuant to WIC Sections 18999 – 18999.6 and WIC section 8255 and that the overall amount of the HDAP funds or the total amount to be paid by COUNTY under this Agreement is not increased. In no event shall an amendment be made pursuant to this subsection VI.E.1 that will result in any change to the Scope of Services attached hereto as Exhibit A.
2. COUNTY's Director of Community Services or designee may execute amendments that extend the Term or the Award Time of Performance or both by up to a maximum of 12 months, subject to appropriations of funds. This Section shall not obligate the County to extend the length of the Term at SUBRECIPIENT's request or otherwise alter the County's rights to terminate this Agreement or reduce the award as set forth in Section VI.F. This authority may only be exercised if the extension is consistent with the terms of the HDAP program and all related State regulations, notices, and other direction.
3. COUNTY's Director of Community Services may approve administrative changes to the Agreement that are necessary in order to conform with federal, state, or local governmental laws, regulations, ordinances, orders, rules, directives, circulars, bulletins, notices, guidelines, policies, and available funding amounts.

**F. Suspension or Termination**

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

- Failure to comply with any of the laws, rules, regulations, ordinances, provisions, orders, guidelines, policies, circulars, bulletins, notices or directives referred to herein, or as may become applicable at any time;
- Failure, for any reason, of SUBRECIPIENT to fulfill its obligations under this Agreement;
- Ineffective or improper use of HDAP funds provided under this Agreement; or
- Actions and behavior by SUBRECIPIENT that undermines the integrity of the HDAP 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 in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify SUBRECIPIENT of such occurrence, and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.
- 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 award was made, COUNTY may terminate the award in its entirety.

3. Upon termination, SUBRECIPIENT shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents, or papers as may have been accumulated or produced by SUBRECIPIENT in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit SUBRECIPIENT to retain.
4. If the State demands reimbursement from COUNTY for COUNTY's payments to SUBRECIPIENT due to SUBRECIPIENT's failure to comply with the terms of the State's award to COUNTY, including, but not limited to, grant agreements, assurances in applications, notices of award, any applicable term of this Agreement, or any law, regulation, ordinance, order, rule, directive, circular, bulletin, notice, guideline, or policy referred to herein, or as may become applicable at any time, SUBRECIPIENT shall fully and completely reimburse COUNTY in the total amount of such disallowed payments.
5. 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.

**G. STATE and COUNTY Enforcement of HDAP Program Requirements**

COUNTY and SUBRECIPIENT acknowledge that the State and/or Federal government will review the performance of COUNTY and SUBRECIPIENT in carrying out their responsibilities as the recipient of

HDAP funds. COUNTY must take actions as prescribed if COUNTY determines that SUBRECIPIENT is not complying with HDAP Program 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 use of HDAP funds in accordance with the HDAP Program. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

3. Indirect Costs

SUBRECIPIENT receiving HDAP funds may charge an indirect cost allocation to its award of funds under this Agreement. The indirect cost allocation may not exceed ten percent of the allowable direct costs under the HDAP activity.

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

SUBRECIPIENT shall comply with all reporting requirements of COUNTY and shall maintain all records required by and described in State regulations, guidance, and rules relating to the HDAP Program, 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 establishing that SUBRECIPIENT followed written intake procedures to verify "homeless" status of project participants;
- b. Records providing a full description of each activity undertaken and the number of instances of service (all services must be documented);
- c. Records required to determine the eligibility of activities;
- d. Records supporting disbursements of HDAP funds for the performance of eligible activities;
- e. Financial records as required by HDAP requirements, and



f. Other records necessary to document compliance with applicable State and Federal requirements.

2. Client Data

SUBRECIPIENT shall collect and maintain client data demonstrating client eligibility for services provided in accord with 24 CFR Section 576.401. 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. 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 have been submitted to COUNTY by SUBRECIPIENT and have 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 COUNTY, State, HUD, and the Comptroller General of the United States 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 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 federal, State, or COUNTY audit exceptions are made relating to this Agreement, SUBRECIPIENT shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments, and all other costs of whatever nature. Immediately upon notification from COUNTY, SUBRECIPIENT shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY or 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 five (5) years as specified in Section VII.B.3 of this Agreement.

7. Access to Records

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

**C. Reports**

SUBRECIPIENT shall provide COUNTY with HDAP Status Reports and Financial/Invoice Reports due according to the schedule attached hereto as Exhibit D. 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.

**VIII. PERSONNEL AND PARTICIPANT CONDITIONS**

**A. Civil Rights**

1. Nondiscrimination

During the performance of this Agreement, SUBRECIPIENT and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, and denial of medical and family care leave or pregnancy disability leave. SUBRECIPIENT and subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Government Code sections 12900 et seq.), including, but not limited to, Government Code section 12990 (a)-(f), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2 section 12005 et seq.). The applicable regulations of the Fair Employment and Housing Council implementing Government Code section 12900 set forth in Subchapter 7 of Chapter 5 of Division 4.1 of Title 2 of the California Code of

Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. SUBRECIPIENT and its subcontractors shall give written notice of these obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. In addition, COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the Ordinance were specifically set out herein, and SUBRECIPIENT agrees to comply with said Ordinance.

## **B. 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 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 HDAP 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 at the sole discretion of County 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 HDAP funds if it 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 E.

3. Conflicts of Interest

SUBRECIPIENT agrees to abide by, the following organizational and individual conflicts of interest provisions:

- 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 HDAP 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 HDAP 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 HDAP-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 HDAP-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 HDAP-funded activity, or with respect to the proceeds derived from the HDAP-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.

4. 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**

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 use of HDAP funds provided under this Agreement.

**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 change by any oral agreements, course of conduct, waiver, or estoppel.

**XIV. REMEDIES NOT EXCLUSIVE**

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

**XV. TIME IS OF THE ESSENCE**

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

**XVI. NONEXCLUSIVE AGREEMENT**

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

**XVII. CALIFORNIA LAW**

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

**XVIII. EXECUTION OF COUNTERPARTS**

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties 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 Page]

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

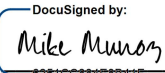
By: \_\_\_\_\_  
Joan Hartmann, Chair  
Board of Supervisors

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


By:  \_\_\_\_\_  
Deputy 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”

**Legal Aid Foundation of Santa Barbara County**

DocuSigned by:

*Jennifer Smith*

By:

070A1D99B8054F4...

Jennifer R. Smith, Executive Director

## EXHIBIT A

**Scope of Services**

## Housing and Disability Advocacy (HDAP) Program Funding

<b>Project Title:</b>	Disability Benefits Advocacy
<b>Agreement Amount:</b>	\$ 285,000
<b>Time of Performance:</b>	August 16, 2022 – 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 Legal Aid Foundation of Santa Barbara County (“SUBRECIPIENT”) as referenced in the Agreement. The purpose of this Scope of Services is to further describe the requirements referenced in Section I of the Agreement.

**B. PROJECT DESCRIPTION****1. Purpose**

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

**2. Services****a. General**

Services shall be provided by SUBRECIPIENT under the supervision of the Executive Director who shall ensure that the background and qualifications of SUBRECIPIENT’s staff providing services are appropriate for the persons being served under this project and meet the minimum standards established by pertinent licensing bodies if applicable.

SUBRECIPIENT shall be responsible for providing services in a manner satisfactory to COUNTY and consistent with any standards required as a condition of receiving HDAP funds.

**b. State Regulatory Information**

<b>Activity</b>	<b>State Regulation</b>
Disability benefits advocacy including legal services.	Welfare and Institutions Code sections 18999-18999.6, 8255, 8256

### 3. Levels of Accomplishment

#### a. Goals

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

	Goal
Number of participants enrolled	80
Number of disability applications submitted	75
Number of homeless persons entering permanent housing (placed into units)	72
Number of individuals housed at program exit	70
Number of individuals housed one year after program exit	64

#### b. Performance Measures

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

	Goal
% of HDAP participants with a final disability benefit determination that receive an approval	65%
% of individuals successfully placed in permanent housing	78%
% of adult participants will obtain earned income at project exit	10%
% of adult participants will obtain cash/non-cash benefits at project exit	80%

### C. DATA COLLECTION AND REPORTING

#### 1. **General**

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

#### 2. **Report Schedule**

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

Period	Due Date
August 16, 2022 – September 30, 2022	October 20, 2022
October 1, 2022 –December 31, 2022	January 20, 2023
January 1, 2023 –March 31, 2023	April 20, 2023
April 1, 2023–June 30, 2023	July 20, 2023
July 1, 2023–December 31, 2023	January 20, 2024
October 1, 2023–December 31, 2023	February 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. HDAP 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 above;
- c. Data on funding received for the provision of services under this Agreement from all sources; and
- d. Signature of SUBRECIPIENT's Executive Director or his or her designee attesting to the accuracy of the information submitted.

See Exhibit D for a Status Report sample.

## EXHIBIT B

**Budget and Payment Procedures**

<b>Project Title:</b>	Disability Benefits Advocacy
<b>Agreement Amount:</b>	\$ 285,000
<b>Time of Performance:</b>	August 16, 2022 – June 30, 2024

**A. INTRODUCTION**

This Budget and Payment Procedures is attached to and incorporated into the Subrecipient Agreement between the County of Santa Barbara (“COUNTY”) and **Legal Aid Foundation of Santa Barbara County** (“SUBRECIPIENT”) as referenced in the Agreement. The purpose of this Budget and Payment Procedures is to further describe the requirements referenced in Sections I.C., II., III., and IV. of the Agreement.

**B. BUDGET**

Exhibit B – Attachment 1 represents the proposed Project Revenue Budget, detailing sources of match documentation.

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

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

**C. PAYMENT REQUESTS**

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



## Housing and Disability Advocacy (HDAP)

Project Budget - Revenues (24 Month Budget)

Project Title HDAP - Disability Benefits Advocacy  
 Applicant Name Legal Aid Foundation of Santa Barbara County

**Award** **Budget Term: August 16, 2022 - June 30, 2024**

Component	Requested Amount
HDAP - Disability Advocacy	\$ 285,000.00
<b>TOTAL</b>	<b>\$ 285,000</b>

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

Please specify the source of "Other Federal Funds".

**Revenue**

Source	Budget	funds
<b>HDAP Program (This grant)</b>	<b>\$ 285,000</b>	<b>\$ 285,000</b>
CDBG - Cities		
CDBG - County		
CoC Program		
ESG - County		
HOME - Cities		
HOME - County		
Other Federal Funds <i>(specify program below)</i>		
Other State Funds <i>(specify program below)</i>		
County Human Services Funds		
Other Local Funds: County and City of SB general Funds		
Private Trusts and Foundation Funds		
Fundraising Events		
Donations		
Client Fees		
Other <i>(specify source below)</i>		
<b>Total Revenue</b>	<b>\$ 285,000</b>	<b>\$ 285,000</b>

\* Can be voluntarily reduced.



## Housing and Disability Advocacy (HDAP)

Project Budget - Expenses (24 Month Budget)

Project Title: HDAP - Disability Benefits Advocacy  
 Applicant Name: Legal Aid Foundation of Santa Barbara County

**Expenses**

**Budget Term: August 16, 2021 - June 30, 2024**

Expense		Total Program Budget	HDAP
<b>Salaries, Benefits, and Payroll Taxes</b>			
Attorney 1.0 FTE @ 88%		\$ 176,569	\$ 176,569
\$98,841 x 88% = \$88,986/yr 1			
\$101,806 x 88% = \$91,625/yr 2			
Intake 1.0 FTE @ 14.67% (.88 of 6 Santa Barbara Office Attorneys)		\$ 12,142	\$ 12,142
\$20.91 hr x 37.5 per wk x 52 wks = \$40,773 x 14.67% = \$5,981/yr 1			
\$21.54 hr x 37.5 per wk x 52 wks = \$42,003 x 14.67% = \$6,161/yr 2			
Legal Assistant 1.0 FTE @ 14.67 (.88 of 6 Santa Barbara Office		\$ 15,703	\$ 15,703
\$27.50 hr x 37.5 per wk x 52 wks = \$53,629 x 14.67% = \$7,867/yr 1			
\$28.33 hr x 37.5 per wk x 52 wks = \$55,243 x 14.67% = \$8,104/yr 2			
Benefits @ 25%		\$ 51,104	\$ 51,104
<b>Client Services and Direct Assistance</b>			
Training, Travel & Meetings		\$ 582	\$ 582
State Bar Dues		\$ 400	\$ 400
<b>Other (specify below)</b>			
Indirect Costs (Maximum 10% of Grant)		\$ 28,500	\$ 28,500
<b>Total Expenses</b>		<b>\$ 285,000</b>	<b>\$ 285,000</b>
			<b>TOTAL HDAP Portion:</b>





Exhibit D

**Instructions:** Submit this status report to Emily Allen by email to eallen@countyofsb.org.

<input type="checkbox"/> <b>Quarter 1</b> 7/1/2022-9/30/2022	<input type="checkbox"/> <b>Quarter 2</b> 10/1/2022-12/31/2022	<input type="checkbox"/> <b>Quarter 3</b> 1/1/2023-3/31/2023	<input type="checkbox"/> <b>Quarter 4</b> 4/1/2023-6/30/2023
<input type="checkbox"/> <b>Quarter 1</b> 7/1/2023-9/3/2023	<input type="checkbox"/> <b>Quarter 2</b> 10/1/2023-12/31/2023	<input type="checkbox"/> <b>Quarter 3</b> 1/1/2024-3/31/2024	<input type="checkbox"/> <b>Quarter 4</b> 4/1/2024-6/30/2024

<b>Agency</b> _____	<b>Contact Person</b> _____
<b>Project</b> _____	<b>Phone Number</b> _____
<b>Contract #</b> _____	<b>Email Address</b> _____

1. APR Subrecipient Report

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

2. Accomplishments

**Goals**

	Goal	Quarter	Program-to-Date
Total unduplicated number of persons served	80		
Total unduplicated number of households served	80		

**Performance Measures - Overall**

	Goal	Quarter			Program-to-Date		
		Universe (#)	# Meeting Target	% Meeting Target	Universe (#)	# Meeting Target	% Meeting Target
Number of participants enrolled	80						
Number of disability applications submitted	75						
Percent of HDAP participants with a final disability benefit determination that receive an approval and award.	65%						
Number of homeless persons entering permanent housing (placed into units)	72						
% of individuals successfully placed in permanent housing	78%						
% of adult participants will obtain earned income at project exit	10%						
% of adult participants will obtain cash/non-cash benefits at project exit	80%						
Number of individuals housed at program exit	70						
Number of individuals housed one year after program exit	64						

**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 HDAP funded activities and “Housing First” principles.

**3. Race & Ethnicity Data**

	Quarter	Program-to-Date
	Total	Total
<b>RACE</b>		
White		
Black/African American		
Asian		
American Indian/Alaskan Native		
Native Hawaiian/Other Pacific Islander		
American Indian/Alaskan Native & White		
Asian & White		
Black/African American & White		
American Indian/Alaskan Native & Black/African American		
Other multi-racial		
<b>Totals in RACE</b>		
<b>ETHNICITY<sup>1</sup></b>		
Hispanic or Latino <sup>2</sup>		
Not Hispanic or Latino		
<b>Totals in ETHNICITY</b>		

**4. Project Funding**

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

**Funds**

	Amount
HDAP	\$

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.

CDBG – County	\$	
CDBG – Other	\$	
HOME	\$	
HOPWA	\$	
<b>Total</b>	<b>\$</b>	

**Other Funds**

	Amount	
Federal Funds	\$	
State Funds (including HDAP)	\$	
Local Funds	\$	
Private Funds	\$	
Other Funds ( <i>Specify fund source below</i> )		
	\$	
	\$	
<b>Total</b>	<b>\$</b>	

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 Professional Contracts)**

#### **INDEMNIFICATION**

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

#### **NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS**

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

#### **INSURANCE**

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

##### **A. Minimum Scope of Insurance**

Coverage shall be at least as broad as:

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

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

## B. Other Insurance Provisions

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

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

the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.

9. **Subcontractors** – SUBRECIPIENT shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and SUBRECIPIENT shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
  - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
  - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
  - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the SUBRECIPIENT must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

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

## **EXHIBIT F**

### **State Terms and Conditions**

This Agreement 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.

#### **1. Commencement of Work and Completion Dates**

- A. SUBRECIPIENT agrees that the Agreement shall not commence, nor any costs to be paid with HDAP 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 conditions of this Agreement; Federal law; State law; 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 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 Agreement. 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 State 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 any of its contractors or subcontractors shall not enter into any Agreement, written or oral, with any contractor without the prior written approval of the COUNTY and determination by the COUNTY and State of the contractor's eligibility. A contractor, or its subcontractor, is not eligible to receive grant funds if it is not licensed and in good standing in California or is listed on the Federal Consolidated List of Debarred, Suspended and Ineligible Contractors.

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

- 1) Perform the services described in the Agreement 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 Agreement 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 Agreement 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 Program Representative for review and approval.

**6. Inspections**



- A. SUBRECIPIENT shall inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable Federal, State and/or local requirements, and this Agreement.
- B. The COUNTY and State reserves the right to inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable Federal, State and/or local requirements, and this Agreement.
- C. SUBRECIPIENT agrees to require that all work that is determined based on such inspections not to conform to the applicable requirements will be corrected by SUBRECIPIENT and that COUNTY 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 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 HDAP 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 Agreement based on the performance measures used by the HDAP program and for compliance with Welfare and Institutions Code sections 18999-18999.6; California Department of Social Services All County Letters, including ACL 19-104; California Department of Health Care Services All County Welfare Directors' Letters; Housing First requirements as enumerated in Welfare and Institutions Code

sections 8255 et seq. and further outlined in ACL 19-114; evidence-based practices in homeless assistance and homelessness prevention; benefits advocacy guidelines issued by HDAP program guidance; and, the duties of appointed representatives issued by the Social Security Administration, including Rules of Conduct and Standards of Responsibility for Representatives, which can be found at 20 C.F.R. section 404.1740 and section 416.1540.

C.

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 all payments made to SUBRECIPIENT by COUNTY, and may be prohibited from any further participation in the HDAP program.

E. As requested by the COUNTY, the SUBRECIPIENT shall submit to the COUNTY all HDAP monitoring documentation necessary to ensure that SUBRECIPIENT is in continued compliance with State HDAP 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. In addition, SUBRECIPIENT shall comply with the environmental requirements of 24 CFR, § 576.407 subdivision (d). The obligation of funds and incurring of costs is hereby conditioned upon compliance with CEQA, 24 CFR Section 576.407, subdivision (d), and completion by the COUNTY, State

and the U.S. Department of Housing and Urban Development of all applicable review and approval requirements.

**13. Prevailing Wages**

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

**14. Eligible Activities**

- A. HDAP funds awarded by the COUNTY to SUBRECIPIENT shall be used for the eligible activities set forth in Exhibits A and B as permitted under Welfare and Institutions Code sections 18999-18999.6 and California Department of Social Services All County Letters, including ACL 19-104. The following additional limitations or requirements shall apply.
- B. If permitted in the Scope of Work and Budget, a maximum of ten percent of the funds provided under this Agreement may be used for Homeless Management Information System (HMIS) activities.
- D. For rapid rehousing and homelessness prevention activities, no subpopulation targeting will be permitted except if documentation of all of the following is provided to the COUNTY prior to the award of funds for these activities: (1) that there is an unmet need for these activities for the subpopulation proposed for targeting, and (2) that there is existing funding in the Continuum of Care service area for programs that address the needs of the excluded populations for these activities.

**15. Core Practices**

All HDAP-funded activities shall operate in a manner consistent with the requirements of WIC 18999 – 18999.6. In addition, activities must include the use of a homeless coordinated entry system, housing first practices, and progressive engagement practices.

**16. Core Components of Housing First**

HDAP must operate in accordance with Housing First. [WIC Section 8256](#) requires that all state-funded housing programs operate in accordance with the Core Components of Housing First as enumerated in [WIC Section 8255](#) and further outlined in [ACL 19-114](#). Housing First means that individuals should be connected to housing or housing supports immediately without preconditions, services shall be voluntary, client choice shall be respected, and applicants shall not be rejected on the basis of income, past evictions, substance use, or any other behaviors that may indicate a lack of “housing readiness.”

**17. Reporting and Recordkeeping**

- A. By July 30, 2023 and again by July 30, 2024, SUBRECIPIENT shall submit a final Annual Performance Report to the COUNTY. In accordance with reporting requirements, the report shall include, but not be limited to, beneficiary data including performance measurements.
- B. No less than once per month, SUBRECIPIENT shall provide COUNTY with a HDAP Program Financial/Invoice 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 month. 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. No less than once per quarter, but not more often than monthly, SUBRECIPIENT shall provide COUNTY with a HDAP Program Quarterly Status Report, for which a sample is attached hereto as Exhibit D, on or before the 15th 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 twenty (20) days after the end of the reporting period.
- D. 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 HDAP data elements and complies with HUD Data and Technical Standards). SUBRECIPIENT shall collect all program data elements using the HMIS and comply with all reporting requirements.
- E. SUBRECIPIENT shall maintain all fiscal and program records pertaining to the Agreement for no less than a period of five (5) years from the date of expiration of the Agreement.
- F. SUBRECIPIENT shall submit required reports on forms approved by the COUNTY.