

SUBRECIPIENT AGREEMENT
BETWEEN
COUNTY OF SANTA BARBARA as
ADMINISTRATIVE ENTITY FOR THE
SANTA MARIA/SANTA BARBARA COUNTY CONTINUUM OF CARE
AND
NBCC
Doing business as New Beginnings
New Beginnings Rapid Rehousing Project
State of California Homeless Housing, Assistance and Prevention (HHAP) Program

THIS SUBRECIPIENT AGREEMENT (“Agreement”) is made and entered into by and between the County of Santa Barbara (the “COUNTY”), a political subdivision of the State of California, and NBCC, dba New Beginnings (the “SUBRECIPIENT” and together with the COUNTY, collectively, the “Parties” and each individually a “Party”), a California nonprofit public benefit corporation, whose address is 530 Montecito Street, Suite 101, Santa Barbara, CA 93103.

WITNESSETH THAT:

WHEREAS, the Homeless Housing, Assistance and Prevention (“HHAP”) Program (“Program”) has been established by the State of California pursuant to Chapter 6.5, commencing with Health and Safety Code (HSC) section 50230, of Part 1 of Division 31 of the HSC; and

WHEREAS, the Program is administered by the California Department of Housing and Community Development (HCD); and

WHEREAS, the Agency provides one-time flexible block grant funds to Counties and Administrative Entities as defined in the March 20, 2024 HHAP Notice of Funding Availability (“NOFA”); and

WHEREAS, COUNTY qualifies as the Administrative Entity (“AE”) as defined in the NOFA to administer and distribute State HHAP funds allocated to the Santa Maria/Santa Barbara County Continuum of Care (“CoC”); and

WHEREAS, the COUNTY Community Services Department (“CSD”) will act as the AE on behalf of the CoC Service Area in the administration of this Agreement; and

WHEREAS, pursuant to COUNTY’s Agreement with the State to perform work under the Program and as specified in the NOFA, SUBRECIPIENT has been designated as an eligible and qualified subrecipient of HHAP funds for eligible activities in accordance with Chapter 6.5 of the HSC section 50233, of Part 1 of Division 31, and other applicable laws; and

WHEREAS, SUBRECIPIENT desires, and represents and warrants that it is qualified, to perform the Services (defined below) hereunder, and COUNTY desires to engage SUBRECIPIENT to perform such Services in accordance with the terms and conditions memorialized in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. AWARD SCOPE OF SERVICES

A. General

All services to be provided by SUBRECIPIENT hereunder (“Services”), including, but not limited to, those described in the Scope of Services attached hereto and incorporated herein as Exhibit A (“Scope of Services”) shall be performed in Santa Barbara County. All Services shall be provided under the supervision of SUBRECIPIENT’s Executive Director, who shall ensure that the background and qualifications of SUBRECIPIENT and SUBRECIPIENT’s staff and subcontractors providing Services comport with all applicable licensing, training, and permitting requirements.

B. Services

Eligible Activities

Activities funded by the Program are limited to eligible activities and providing services, as defined by State law, including, but not limited to, Chapter 6.5 of the HSC section 50236, Part 1 of Division 31; and any other applicable laws. Per HSC Section 50236 (g), any housing-related activities funded with HHAP-5 funds must be in compliance with Housing First, as described in Chapter 6.5 (commencing with Section 8255) of Division 8 of the Welfare and Institutions Code, including, but not limited to, use of a homelessness coordinated entry system, housing first practices, comply with CoC written Standards and progressive engagement practices. Individuals and families assisted with these funds must not be required to receive treatment or perform any other prerequisite activities as a condition for receiving shelter, housing, or other services for which these funds are used.

C. Staffing

The budget for SUBRECIPIENT’s Services, specifying HHAP-funded line items, is attached hereto as Exhibit B and incorporated herein by reference (“Budget”). Only the salary and benefits for the positions listed in the Budget as funded with State HHAP funds, if any, are eligible for reimbursement hereunder. No changes to the Budget shall be made other than as an amendment of this Agreement in writing duly executed by CSD. All Services shall be performed by SUBRECIPIENT. SUBRECIPIENT represents that it possesses the professional and technical personnel and skills required to perform the Services required by this Agreement. SUBRECIPIENT and its COUNTY-approved contractors and subcontractors, if any, shall perform all Services in a professional manner commensurate with their own usual and customary standards, and in no event with less than the reasonable and ordinary level of care and professional standards normally provided and observed by practitioners engaged in the profession of providing such Services in the same geographic area.

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

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

D. Levels of Accomplishment – Goals and Performance Measures

SUBRECIPIENT shall report performance data to COUNTY quarterly, in accordance with Sections 7.B.1, 7.B.2, and 7.C of this Agreement, regarding the goals and performance measures set forth in Exhibit A, and as required by the State, as set forth in HSC, Division 31, Part 1, Chapter 6.5, (commencing with section 50230), the NOFA, and all other applicable laws.

E. Performance Monitoring

SUBRECIPIENT shall provide the Services in a manner satisfactory to COUNTY. In addition, COUNTY will review the performance of SUBRECIPIENT as set forth in HSC, Division 31, Part 1, Chapter 6.5, commencing with Section 50230, in the NOFA, and all other applicable laws. COUNTY may monitor the performance of SUBRECIPIENT against the goals and performance measures set forth in Section 1 of this Agreement and Exhibit A. SUBRECIPIENT's failure to meet any such goals and performance measures, as determined by COUNTY in its sole discretion, shall constitute a breach of this Agreement. If action to correct such breach is not taken by SUBRECIPIENT to the satisfaction of COUNTY within seven (7) days after being notified by COUNTY of such breach, then the COUNTY may proceed with suspension and/or termination of this Agreement pursuant to Section 6.F of this Agreement.

F. COUNTY Recognition

SUBRECIPIENT shall ensure recognition of the role of COUNTY in providing HHAP PROJECT Funding made available under this Agreement. All activities, facilities and items utilized in connection with 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 HHAP PROJECT Funding made available under this Agreement.

2. TERM

A. Term; Time of Performance

The term of this Agreement shall begin on October 1, 2024 ("Effective Date"), and shall terminate on August 31, 2027, subject to annual appropriations and budget approval, unless earlier suspended or terminated in accordance with the provisions of this Agreement, or there are insufficient HHAP funds available for any reason ("Term"). All Services to be performed hereunder may commence on the Effective Date and shall be completed during the Term. Any HHAP Funds not expended by August 31, 2027 will no longer be available to the SUBRECIPIENT.

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, this Agreement shall remain in effect during any period that SUBRECIPIENT has control over HHAP Funds, including program income. All Program assets (unexpended program income, property, equipment, etc.) shall revert to COUNTY upon termination of this Agreement.

3. BUDGET

The maximum amount payable by COUNTY hereunder shall not exceed \$370,843 ("Maximum Contract Amount"), in accordance with the Budget attached hereto as Exhibit B. COUNTY may require a more detailed budget breakdown than the one set forth in the Budget, 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. At least 50% of Maximum Contract Amount must be expended on direct client financial assistance.

SUBRECIPIENT represents and warrants that the Budget includes only allowable costs eligible for reimbursement with Program funds in accordance with the NOFA and State law, including, but not limited to, HSC, Division 31, Part 1, Chapter 6.5, commencing with Section 50230, all other applicable laws, and the Standard Agreement between the State and COUNTY pertaining to Program funds, including the funds made available to Subrecipient hereunder, and all Exhibits, Attachments, and Appendices thereto ("Allowable Costs"). SUBRECIPIENT shall provide to COUNTY an accurate accounting of such costs, as well as an analysis of the eligibility of such costs for reimbursement with Program funds, in sufficient detail to provide a sound basis for COUNTY to effectively monitor SUBRECIPIENT's performance under this Agreement.

SUBRECIPIENT further agrees to utilize HHAP PROJECT Funding available under this Agreement to supplement rather than supplant funds otherwise available.

4. **PAYMENT**

Drawdowns for the reimbursement of Eligible Expenses shall be made in accordance with the Budgets. To align with State requirements, **no less than once per month**, SUBRECIPIENT shall request reimbursement for Eligible Expenditures. To request reimbursement of Eligible Expenses hereunder, SUBRECIPIENT must submit a completed Expenditure Summary and Payment Request (“ESPR”) in the form attached hereto as Exhibit C, together with proper support documentation for services described in Sections 1.A and 1.B and staff salaries and benefits described in Section 1.C and performance data required in Sections 1.D, 7.B.1, 7.B.2, and 7.C of this Agreement. No costs shall be invoiced or billed except for Eligible 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 compliance with this Agreement. COUNTY shall review the claim and shall reimburse SUBRECIPIENT for Eligible Expenditures within thirty (30) days after receiving SUBRECIPIENT’s complete and correct ESPR. **SUBRECIPIENT shall expend no less than fifty percent (50%) of the Maximum Contract Amount by May 31, 2026.**

5. **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.

COUNTY:

Joseph Dzvonic, 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:

Kristine J Schwarz MA, MFT, LPCC
Executive Director
New Beginnings
530 Montecito St, Suite 101
Santa Barbara, CA 93103
805-963-7777
kschwarz@sbnbcc.org

6. **GENERAL CONDITIONS**

A. General Compliance

SUBRECIPIENT agrees to comply with the requirements of HSC, Division 31, Part 1, Chapter 6.5, commencing with Section 50230; the State Terms and Conditions, attached hereto and incorporated herein as Exhibit F, the NOFA, and all other applicable federal, state, and local laws, regulations, ordinances, orders, rules, guidelines, directives, circulars, bulletins, notices and policies (“Applicable Laws”). 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 Applicable Law, shall be conclusive of that fact as between SUBRECIPIENT and COUNTY. SUBRECIPIENT shall provide the Services in compliance with all Applicable Laws and 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 hereto. 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 any of 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

No changes to this Agreement shall be effective unless 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. No such amendment shall invalidate any parts of this Agreement that are not changed by such amendment, or relieve or release either of COUNTY or SUBRECIPIENT from such party's 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 and available funding amounts.

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

1. Increase or decrease the Maximum Contract Amount to ensure full and timely expenditure of all HHAP funds awarded to the COUNTY by the State; provided, however, that (i) any increase in the Maximum Contract Amount hereunder shall not exceed 10% of the original Maximum Contract Amount, (ii) in no event shall the Maximum Contract Amount be increased to an amount in excess of the amount of the HHAP funds available to the COUNTY.
2. Changes to, additions, or deletions of line items set forth in the Budget, provided that such line item in the Budget as so amended, and all expenditures under this Agreement, must be eligible for reimbursement with HHAP funds pursuant to HHAP regulations and all other Applicable Laws. In no event shall an amendment be made pursuant to this subsection 6.E.2 that will result in any change to the Scope of Services attached hereto as Exhibit A.

3. Extend the Term beyond August 31, 2027; provided, however, that no such amendment may extend the Term beyond December 31, 2027. This Section 6.E.3 shall not obligate the County to extend the length of the Term, or otherwise alter the County's rights to terminate this Agreement or reduce the Maximum Contract Amount. The authority delegated to the Director in this Section 6.E.3 may only be exercised to the extent not inconsistent with the terms of the HHAP Standard Grant Agreement posted at [Homeless Housing, Assistance and Prevention \(HHAP\) Grant Program | California Department of Housing and Community Development](#), any other HUD or State regulations, notices, or other direction, or with any other Applicable Laws.
4. 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 and Applicable Laws.

F. Suspension or Termination

COUNTY may suspend or terminate this Agreement if SUBRECIPIENT materially fails to comply with the terms of any Applicable Laws, the grant agreement, applications, the NOFA, or any terms of this Agreement, including, but not limited to, the following:

- Failure to comply with any Applicable Laws or other 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 HHAP PROJECT Funding provided under this Agreement;
- Actions or behavior by or on behalf of SUBRECIPIENT or any of SUBRECIPIENT's contractors, subcontractors, employees, agents, representatives, officers, or directors that undermines the integrity of the PROJECT, including, but not limited to, client, child or staff endangerment, inappropriate or reckless 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 CONTRACTOR until such time as the exact amount of damages resulting from CONTRACTOR's breach is determined

i. 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 non-appropriation of funds, or because of the failure of SUBRECIPIENT to fulfill the obligations set forth herein.

- a. **For Convenience.** This Agreement may be terminated for convenience by COUNTY, upon written notification to SUBRECIPIENT, setting forth the effective date of such termination and, in the case of partial termination, the portion to be terminated.
- b. **For Non-appropriation 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, in COUNTY's sole discretion, terminate or suspend this Agreement in whole or in part by written notice to SUBRECIPIENT. Upon receipt of such notice, SUBRECIPIENT shall immediately discontinue all Services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date such notice is given by COUNTY, unless the notice directs otherwise.

ii. Termination by SUBRECIPIENT

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

a. 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, permits SUBRECIPIENT to retain.

b. If the State demands reimbursement from COUNTY for all or any part COUNTY's payments to SUBRECIPIENT ("disallowed payment(s)") in connection with any act or omission by or on behalf of SUBRECIPIENT, including, but not limited to, failure to comply with the terms of the State's award to COUNTY, the Standard Agreement, assurances in applications, NOFA, this Agreement, or any Applicable 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 promptly fully and completely reimburse COUNTY in the total amount of all such disallowed payments.

G. STATE and COUNTY Enforcement of HHAP Program Requirements

COUNTY and SUBRECIPIENT acknowledge that the State will review the performance of COUNTY and SUBRECIPIENT in carrying out their respective responsibilities with respect to the HHAP Program funds based on performance measures used by the State, including, but not limited to, HSC, Division 31, Part 1, Chapter 6.5 commencing with Section 50230, the NOFA, and Applicable Laws. COUNTY may take any action it deems necessary in its sole discretion if COUNTY determines that SUBRECIPIENT is not complying with any of the federal or State HHAP Program requirements, Applicable Laws, or this Agreement.

7. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

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

2. Cost Principles

SUBRECIPIENT shall administer its program and the Project in accordance with the State of California HHAP Program requirements, including, but not limited to, Chapter 6.5 (commencing

with Section 50230) of Part 1 of Division 31 of the HSC, 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. Program Income

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

4. Indirect Costs

SUBRECIPIENT may charge an indirect cost allocation to its award of funds under this Agreement. The indirect cost allocation may not exceed ten percent (10%) of the direct Allowable Costs under the PROJECT activity unless a higher limit for such indirect cost allocation has been previously approved by the COUNTY in writing.

5. Procurement

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

6. Travel

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

B. Documentation and Record Keeping

1. Records to Be Maintained

SUBRECIPIENT shall comply with all reporting requirements of COUNTY and shall maintain all records that are pertinent to the activities to be funded under this Agreement, and all records required and described by Applicable Laws relating to the HHAP Program, including, but not limited to, HSC, Division 31, Part 1, Chapter 6.5 commencing with Section 50230, and the NOFA;. SUBRECIPIENT shall maintain accounting books and records in accordance with Generally Accepted Accounting Standards. SURECIPIENT further agrees that COUNTY and 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" or "at risk of homelessness" status of PROJECT participants as defined in State law, including, but not limited to, Chapter 6 (commencing with Section 50216) of Part 1 of Division 31 of the HSC, the NOFA, and all other Applicable Laws;
- b. Records providing a full description of each activity undertaken in connection with Services and the number of instances of service (all Services must be documented);
- c. Records required to determine the eligibility of expenditures as Allowable Costs;
- d. Records supporting disbursements of HHAP Program funds for the reimbursement of Allowable Costs incurred in connection with eligible activities;
- e. Financial records as required by State law, including, but not limited to, Chapter 6.5 (commencing with Section 50230) of Part 1 of Division 31 of the HSC; and
- f. Other records necessary to document compliance with State law, including, but not limited to, Chapter 6.5 (commencing with Section 50230) of Part 1 of Division 31 of the HSC, and HSC Section 50230, and all other Applicable Laws.

2. Client Data

- a. SUBRECIPIENT shall collect and maintain client data demonstrating client eligibility for Services provided in accordance with the NOFA, State law, including, but not limited to, Chapter 6.5 (commencing with Section 50230) of Part 1 of Division 31 of the HSC, and all other Applicable Laws. Such data shall include, but not be limited to, client name, address, homeless status, or other basis for determining eligibility, and descriptions of all Services provided.
- b. SUBRECIPIENT shall participate in and provide data elements, in a manner consistent with federal law, to the statewide Homeless Management Information System (known as the Homeless Data Integration System or "HDIS"), and in accordance with SUBRECIPIENT's existing Homeless Management Information System ("HMIS") Privacy Plan entered into with the COUNTY, if any, and as required by HSC section 50220.6 and Welfare and Institutions Code section 8256.
- c. SUBRECIPIENT agrees to demonstrate a commitment to racial equity and, per HSC section 50222 (a)(2)(B), the SUBRECIPIENT shall use data provided through HDIS to analyze racial disproportionality in homeless populations and, in partnership with County and Council, establish clear metrics and performance monitoring for achieving equity in provision of services and outcomes for Black, Native, and Indigenous, Latinx, Asian, Pacific Islanders and other People of Color who are disproportionately impacted by homelessness and COVID-19.

3. Retention

- a. 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 provided under this Agreement are expended and the final payment for reimbursement of eligible expenses has been paid by COUNTY. Notwithstanding the above, if there is any litigation, claim, demand, audit, negotiation, dispute, or other action that involve any of the records and that has started before the expiration of the required retention period, then such records must be retained until completion of the action and final resolution of all issues, or the expiration of the required retention period, whichever occurs later.
- b. SUBRECIPIENT agrees that COUNTY, and COUNTY's designees, shall have the right to review, obtain, and copy all records and supporting documentation pertaining to the performance of this Agreement. The SUBRECIPIENT agrees to provide the COUNTY, or COUNTY's designees, with any relevant information requested. The SUBRECIPIENT agrees to permit COUNTY, CSD, or their respective designees access to SUBRECIPIENT's premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other materials that may be relevant to a matter under investigation for the purpose of determining compliance with the Chapter 6.5 (commencing with Section 50230) of Part 1 of Division 31 of HSC; all other Applicable Laws, and HHAP Program guidance documents.

4. Ownership of Documents

Each and every report, draft, map, record, plan, document, and other writing produced, prepared, or caused to be produced or prepared by SUBRECIPIENT, or any of its officers, employees, agents, representatives, and contractors, in the course of performing this Agreement ("Documents"), 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 Project participant and 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 and the auditing entity. SUBRECIPIENT hereby agrees to have an annual Program-specific audit conducted by a certified public accounting firm with respect to the PROJECT in accordance with Applicable Laws, including, but not limited to, Chapter 6.5 (commencing with Section 50230) of Part 1 of Division 31 of the HSC, HHAP Program guidance, the Standard Agreement between the State and COUNTY including all Exhibits, Attachments, and Appendices thereto, and 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, the State, or Federal government, 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 all other related costs directly to COUNTY or as otherwise 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 or the Federal government and their designated representatives for the greater of five (5) years or ten (10) years as specified in Section 7.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 HHAP Program.

C. Reports

SUBRECIPIENT shall provide COUNTY with Homekey Status Reports and Financial/Invoice Reports due according to the schedule attached hereto as Exhibit D. Furthermore, should the Federal or State government require additional reports, SUBRECIPIENT agrees to submit all such reports in a timely fashion in a manner and format approved by the COUNTY, and the State and/or Federal government, as applicable.

8. 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 Fair Employment and Housing Act (Government Code section 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 Commission 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 this 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. Employment Restrictions

1. Prohibited Activity

SUBRECIPIENT is prohibited from using HHAP 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.

C. Conduct

1. Assignability

SUBRECIPIENT shall not assign or transfer, in whole or in part, directly or indirectly, by operation of law or otherwise, this Agreement or any of SUBRECIPIENT's rights or obligations hereunder ("Transfer") without the prior written consent of COUNTY in each instance, and any attempted Transfer without such consent shall be voidable and without legal effect in the sole discretion of County and shall constitute grounds for termination of this Agreement by COUNTY; provided, however, that claims for money due or to become due to SUBRECIPIENT from COUNTY under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval, provided that 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, entity, 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 Program 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. SUBRECIPIENT shall summarize the results of such monitoring efforts in written reports supported with documented evidence of follow-up actions taken to correct areas of noncompliance. SUBRECIPIENT shall retain all such written reports and submit such reports SUBRECIPIENT to COUNTY upon COUNTY's request.

c. Content

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

d. Selection Process

SUBRECIPIENT shall undertake to ensure that all Contracts and Subcontracts shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. SUBCONTRACTOR shall provide to COUNTY a copy of each executed copies of Contract and Subcontract, along with documentation evidencing 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 shall abide by and keep records evidencing compliance with the organizational and individual conflicts of interest provisions of State and federal laws, including, but not limited to, HSC, Part 1, Division 31, Chapter 6.5, and the following:

- a. All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, shall result in this Agreement being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code, sections 10410 and 10411, for State conflict of interest requirements.
- b. Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State Employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
- c. Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
- d. Employees of the SUBRECIPIENT shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act of 1974, Government Code section 81000 et seq.
- e. The provision of any type or amount of State HHAP assistance may not be conditioned on an individual or family's acceptance or occupancy of emergency shelter or housing owned by SUBRECIPIENT, or a parent or subsidiary of SUBRECIPIENT. SUBRECIPIENT may not, with respect to individuals or families occupying housing owned by SUBRECIPIENT, or any parent or subsidiary of SUBRECIPIENT, carry out the initial evaluation required under Chapter 6.5 (commencing with section 50230) of Part 1 of Division 31 of the HSC; and, any other Applicable Laws.
- f. SUBRECIPIENT shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, agents or consultants engaged in the award and administration of contracts supported by state funds.
- g. No employee, officer, agent or consultant of SUBRECIPIENT shall participate in the selection, or in the award, or administration of, a contract supported by HHAP funds if a conflict of interest, real or apparent, would be involved.
- h. No covered persons who exercise or have exercised any functions or responsibilities with respect to State HHAP funded activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the State HHAP-funded activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the State HHAP-funded activity, or with respect to the proceeds

derived from the State HHAP-funded activity, either for themselves or those with whom they have business or family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of STATE, COUNTY, SUBRECIPIENT, or any designated public agency.

SUBRECIPIENT must promptly disclose to the COUNTY, in writing, any and all potential and actual conflicts 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 HUD reserve the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, such materials, works or inventions for governmental purposes.

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

No materials produced in whole or in part in connection with this Agreement shall be subject to copyright in the United States or in any other country except as determined by County in the COUNTY's sole discretion. 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 in connection with this Agreement.

5. Conditions for Religious Organizations

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

- a. SUBRECIPIENT will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion; and
- b. SUBRECIPIENT will not discriminate against any person applying for or receiving Services under this Agreement on the basis of religion and will not limit services under this Agreement or give preference to persons on the basis of religion, including, but not limited to, participation in religious activities; and
- c. SUBRECIPIENT will provide no religious instruction or counseling, conduct no religious worship or religious services, engage in no religious proselytizing, and exert no other religious influence in the provision of Services under this Agreement.

6. Drug-Free Workplace

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

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

7. Child Support Compliance Act

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

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

9. ENVIRONMENTAL CONDITIONS

California Environmental Quality Act

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

10. SEVERABILITY

If any provision of this Agreement is held invalid, illegal or unenforceable by a court of competent jurisdiction, then such provision shall be deemed severable from the remaining provisions hereof, and the remainder of

the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

11. 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.

12. 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.

13. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the COUNTY and the SUBRECIPIENT with respect to the Program Funds and the Services, and it supersedes all prior and contemporaneous communications and proposals, whether electronic, oral, or written between the COUNTY and the SUBRECIPIENT with respect to same. Each party hereto 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.

14. 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.

15. TIME IS OF THE ESSENCE

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

16. 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.

17. CALIFORNIA LAW; VENUE

This Agreement shall be governed by the laws of the State of California, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute, are and shall be governed by, and construed in accordance with, the laws of the State of California, United States of America (including its statutes of limitations and Cal. Civ. Code § 1646.5), without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those 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.

18. EXECUTION OF COUNTERPARTS

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

19. AUTHORITY

Each party to this Agreement warrants and represents that such party has 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 party, and that all formal and corporate requirements necessary or required, including, but not limited to, by any state and/or federal law, in order to effectively and legally enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, SUBRECIPIENT hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which SUBRECIPIENT is obligated.

20. ORDER OF PRECEDENCE

In the event of conflict or inconsistency between any of the provisions contained in the numbered Sections 1 through 20 of this Agreement or the provisions contained in the Exhibits attached hereto, such conflict or inconsistency shall be resolved by giving precedence in the following order.

- A. Exhibit E
- B. The numbered Sections 1 through 20 of this Agreement
- C. Exhibit F
- D. Exhibit B
- E. Exhibit A

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the first date duly executed by all of the Parties.

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

By: Shale da Guerra
Deputy Clerk

"COUNTY"
COUNTY OF SANTA BARBARA:

By: Steve Lavagnino
Steve Lavagnino, Chair
Board of Supervisors

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

By: _____
Auditor-Controller

DocuSigned by:
Jesús Armas
E33B804A6E03475...

By: _____
Jesús Armas
Community Services Department Director

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

Signed by:
Lauren Wideman
8F464D822C84458...

By: _____
Deputy County Counsel

APPROVED AS TO FORM:
GREG MILLIGAN
RISK MANAGEMENT

Signed by:
Greg Milligan
05F555F00269466...

By: _____
Risk Manager

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the first date duly executed by all of the Parties.

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

"COUNTY"
COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

By: _____
Steve Lavagnino, Chair
Board of Supervisors

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

Signed by:
Shauna Jorgensen
DF6DB6D7D6344E6...

By: _____
Deputy Auditor-Controller

By: _____
Jesús Armas
Community Services Department 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"

NBCC, dba New Beginnings

DocuSigned by:
Kristine Schwarz
E43E60CEA9FC40A...

By: _____
Kristine J. Schwarz, Executive Director

EXHIBIT A

Scope of Services

State of California Homeless Housing, Assistance and Prevention (HHAP) Round V

Project Title: New Beginnings Rapid Rehousing Project
Maximum Contract Amount: \$ 370,843
Term: October 1, 2024 – August 31, 2027

A. INTRODUCTION

This Scope of Services is attached as Exhibit A to and incorporated into the Subrecipient Agreement between the County of Santa Barbara ("COUNTY") and NBCC, dba New Beginnings ("SUBRECIPIENT") as referenced in the Agreement. The purpose of this Scope of Services is to further describe the Project requirements and Services referenced in the Agreement.

B. PROJECT DESCRIPTION

1. Purpose

Through its Rapid Re Housing Project, SUBRECIPIENT will utilize new and existing rapid rehousing and Multidisciplinary Team program staff from their Safe Parking Program to support new and existing rapid rehousing clients prioritized in the CoC through the Coordinated Entry System (CES) for rapid rehousing. The program will provide the following services: connection to shelter; CES assessment and helping clients to become document-ready; identifying clients' existing strengths and supports; looking for and identifying affordable, accessible and available housing; submitting housing and voucher applications; addressing credit repair, legal, and other potential housing barriers; facilitating landlord navigation and mediation; conducting rental unit inspections; providing assistance with moving in; connecting clients to income building and other community resources such as supplemental food, budgeting, employment, benefits, behavioral health services, primary care services, transportation, in-home support, etc.; and providing short and medium-term rental assistance, utility and security deposits, moving costs, etc.

Services

a. General

Services shall be provided by SUBRECIPIENT under the supervision of SUBRECIPIENT's Executive Director who shall ensure that the background and qualifications of SUBRECIPIENT's staff providing services are appropriate for the persons being served under this Project and meet all applicable licensing requirements.

SUBRECIPIENT shall be responsible for providing Services in a manner satisfactory to COUNTY and consistent with all HHAP Round 5 funding requirement. All Services must be compliant with State law, including, but not limited to, Chapter 6.5 (commencing with Section 50230) of Part 1 of Division 31 of the HSC. As State law does not contain specifics on eligible costs for Rapid Rehousing services, COUNTY has elected to use standards described in federal Emergency Solutions Grant regulations, 24 CFR 576, including but not limited to, Sections 576.106, as guidelines for eligible costs. If an activity is not described as an eligible expense, but assists households experiencing homelessness obtain and maintain permanent housing and is compliant with California's Housing First Policy, SUBRECIPIENT must obtain express written consent from County HCD prior to use of program funds for that activity. In addition, all State-funded HHAP Round 5 activities shall operate in a manner consistent with the requirements of

Welfare and Institutions Code Division 8, Chapter 6.5 (commencing with Section 8255), also 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. State Regulatory Information

Component Type	State Regulation
Rapid Rehousing	Chapter 6.5 (commencing with Section 50230) of Part 1 of Division 31 of the Health and Safety Code.

2. **Levels of Accomplishment**

*SUBRECIPIENT shall be responsible for additional or refined measures according to State reporting guidance not yet released. *

a. Goals

SUBRECIPIENT shall provide the following levels of Services during the Term of the Agreement:

Metric	Goal
Unduplicated number of homeless persons to be served	45
Number of homeless persons entering permanent housing (placed into units)	30

b. Performance Measures

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

Metric	Goal
% of individuals successfully placed in permanent housing	67%
% of adult participants will obtain cash income at project exit	10%
% of adult participants will obtain non-cash benefits at project exit	20%
% of project participants entering permanent housing that will retain permanent housing at 1 year	90%

C. **DATA COLLECTION AND REPORTING**

1. **General**

Data collection must be completed in accordance with the HHAP Round V Notice of Funding Availability issued March 20, 2024 and, in a manner, consistent with federal law, to the statewide Homeless Management Information System (known as the Homeless Data Integration System or “HDIS”), in accordance with Chapter 6.5 of Part 1 of Division 31 of the HSC and in sufficient detail to determine the project’s progress in meeting the goals and performance measures as set forth in Section B.3.

2. **Report Schedule**

Status Reports are due according to the following schedule:

<u>Q Start Date</u>	<u>Q End Date</u>	<u>Report Due Date</u>
October 1, 2024	December 31, 2024	January 20, 2025
January 1, 2025	March 31, 2025	April 20, 2025
April 1, 2025	June 30, 2025	July 20, 2025
July 1, 2025	September 30, 2025	October 20, 2025
October 1, 2025	December 31, 2025	January 20, 2026
January 1, 2026	March 31, 2026	April 20, 2026
April 1, 2026	June 30, 2026	July 20, 2026
July 1, 2026	September 30, 2026	October 20, 2026
October 1, 2026	December 31, 2026	January 20, 2027
January 1, 2027	March 31, 2027	April 20, 2027
April 1, 2027	June 30, 2027	July 20, 2027
July 1, 2027	August 31, 2027	September 20, 2027

Disbursement of funds is contingent upon County's timely receipt of each Status Report from SUBRECIPIENT.

3. Report Content

Each Status Report must contain all of the following:

- a. Annual Performance Report (APR) generated from the Santa Barbara County Homeless Management Information System (HMIS); or for domestic violence programs, comparable reports from a database comparable to HMIS and approved by the County;
- 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 attesting to the accuracy of the information submitted.

See Exhibit D for a Status Report sample.

EXHIBIT B

Budget and Payment Procedures

Project Title: New Beginnings Rapid Rehousing Project
Maximum Contract Amount: \$ 370,843
Term: October 1, 2024 – August 31, 2027

A. INTRODUCTION

This Budget and Payment Procedures is attached as Exhibit B and incorporated into the Subrecipient Agreement between the County of Santa Barbara (“COUNTY”) and NBCC (“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. As State law does not contain specifics on eligible costs for rapid-rehousing services, COUNTY has elected to use standards described in federal Emergency Solutions Grant regulations, 24 CFR 576, including, but not limited to, Sections 576.104, 576.105 and 576.106, as guidelines for eligible costs. If an activity is not described as an eligible expense, but assists households experiencing homelessness obtain and maintain permanent housing and is compliant with California’s Housing First Policy, SUBRECIPIENT must obtain express written consent from County HCD prior to use of program funds for that activity.

B. BUDGET

Exhibit B – Attachment 1 represents the proposed Project Revenue Budget.

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

At least 50% of Maximum Contract Amount must be expended on direct client financial assistance.

No changes to this Exhibit B, including, but not limited to, Attachments 1 and 2 hereto, shall be effective unless via a written amendment to this Agreement duly executed by the Chair of the County Board of Supervisors or the Director in accordance with the provisions of this Agreement.

C. PAYMENT REQUESTS

Each request for payment to SUBRECIPIENT hereunder must include all of the following:

1. A complete Expenditure Summary and Payment Request (ESPR) in the form attached hereto as Exhibit C, containing an itemized list of expenditures for which reimbursement is requested hereunder. Adequate documentation of all eligible expenditures must be included in each reimbursement request in form and content satisfactory to the Count..
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

Exhibit B- Attachment 1



one
COUNTY
one
FUTURE

Homeless Housing, Assistance and Prevention
Project Budget - Revenues

Project Title New Beginnings Rapid Re-Housing Project
 Applicant Name NBCC dba New Beginnings
 HHAP Award Budget Term: 2024 - 2027

This Application - Component	Requested Amount
Overnight Parking	
Existing Interim Shelter Enhancement	
Services Coordination	
Rapid Re-Housing	\$ 370,843.00
Youth Set Aside:Street outreach and Services Coordination	
TOTAL	\$ 370,843

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

Please specify the source of "Other Federal Funds".

Revenue

Source	Total Program Budget	HHAP Funds
HHAP Program (This grant)	\$ 370,843	\$ 370,843
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>)		
CaAIM Contract	\$ 312,000	
Total Revenue	\$ 682,843	\$ 370,843

Exhibit B- Attachment 2



Homeless Housing, Assistance and Prevention (HHAP)
Project Budget - Expenses

Project Title New Beginnings Rapid Re-Housing Project
 Applicant Name NBCC dba New Beginnings
 Expenses Budget Term: 2024-2027

Expense	Total Program Budget	HHAP Program	Other Funding Sources
Total Labor Budget	\$ 678,723.75	\$ 117,123.75	\$ 561,600.00
Housing Navigator South County 1.0 FTE @ 10% - \$62,400/yr x 2 years	\$ 124,800.00	\$ 12,480.00	\$ 112,320.00
Housing Navigator North County 1.0 FTE @ 10% - \$62,400/yr x 2 years	\$ 124,800.00	\$ 12,480.00	\$ 112,320.00
Housing Retention Specialist South County 1.0 FTE @ 10% - \$62,400/yr x 2 years	\$ 124,800.00	\$ 12,480.00	\$ 112,320.00
Housing Retention Specialist North County 1.0 FTE @ 10% - \$62,400/yr x 2 years	\$ 124,800.00	\$ 12,480.00	\$ 112,320.00
Executive Director 1.0 FTE @ 5% - \$128,125/yr x 2 years	\$ 12,812.50	\$ 12,812.50	
Homeless Services Director 1.0 FTE @ 5% - \$97,375/yr x 2 years	\$ 9,737.50	\$ 9,737.50	
Safe Parking Program	\$ 7,000.00	\$ 7,000.00	
Safe Parking Program	\$ 6,544.00	\$ 6,544.00	
Grants Administration Director 1.0 FTE @ 2.5% - \$84,000/yr x 2 years	\$ 4,200.00	\$ 4,200.00	
Finance Associate 1.0 FTE @ 2.5% - \$69,700/yr x 2 years	\$ 3,485.00	\$ 3,485.00	
	\$ -		
Employee Benefits and Payroll Taxes 25% (includes Workers Comp)	\$ 135,744.75	\$ 23,424.75	\$ 112,320.00
Total Client Services and Direct Assistance Budget	\$ 185,906.87	\$ 185,906.87	\$ -
Security Deposits	\$ 55,000.00	\$ 50,000.00	
Rental Assistance - Includes app fees, renters insurance	\$ 80,906.87	\$ 80,906.87	
Eligible Flexible Funds	\$ 20,000.00	\$ 20,000.00	
Moving Costs	\$ 10,000.00	\$ 10,000.00	
Utility Assistance	\$ 10,000.00	\$ 10,000.00	
Landlord Incentives	\$ 10,000.00	\$ 15,000.00	
	\$ -		
Total Program Implementation Budget	\$ 51,000.00	\$ 51,000.00	\$ -
Consultants and Contracts	\$ 4,000.00	\$ 4,000.00	
Travel, Mileage, & Training	\$ 6,000.00	\$ 6,000.00	
Supplies	\$ 3,000.00	\$ 3,000.00	
Equipment Purchase and Maintenance	\$ 3,000.00	\$ 3,000.00	
General Liability + Malpractice Insurance	\$ 5,500.00	\$ 5,500.00	
Facilities/Office space - north/south county	\$ 24,000.00	\$ 24,000.00	
Communications - cell phone and internet	\$ 5,500.00	\$ 5,500.00	
Other (specify below)	\$ 72,972.38	\$ 16,812.38	\$ 56,160.00
	\$ -		
Indirect Costs (Maximum 10% of Labor and Program Implementation)	\$ 72,972.38	\$ 16,812.38	\$ 56,160.00
Total Expenses	\$ 988,603.00	\$ 370,843.00	\$ 617,760.00
		TOTAL HHAP Portion:	



Quarterly Status Report

County of Santa Barbara
Community Services Department

Instructions: Submit this status report to Roc Lowry, Housing Program Specialist by email to roclowry@countyofsb.org.

- Quarter 1**
9/1/2024-9/30/2024
- Quarter 2**
10/1/2024-12/31/2024
- Quarter 3**
1/1/2025-3/31/2025
- Quarter 4**
4/1/2025-6/30/2025
- Quarter 5**
7/1/2025-9/30/2025
- Quarter 6**
10/1/2025-12/31/2025
- Quarter 7**
1/1/2026-3/31/2026
- Quarter 8**
4/1/2026-6/30/2026
- Quarter 9**
7/1/2026-9/30/2026
- Quarter 10**
10/1/2026-12/31/2026
- Quarter 11**
1/1/2027-3/31/2027
- Quarter 12**
4/1/2027-6/30/2027
- Quarter 13**
7/1/2027-8/30/2027

Agency <u>NBCC, dba New Beginnings</u>	Contact Person <u>Kristine Schwarz</u>
Project <u>Rapid Rehousing</u>	Phone Number <u>805-963-7777</u>
Contract # _____	Email Address <u>kschwarz@sbnbcc.org</u>

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
Unduplicated number of homeless persons to be served	45		
Unduplicated number of homeless persons entering permanent housing (placed into units)	30		

Performance Measures - Overall

	Goal	Quarter			Program-to-Date		
		Universe (#)	# Meeting Target	% Meeting Target	Universe (#)	# Meeting Target	% Meeting Target
% of households successfully placed in permanent housing	67%						
% of adult participants will obtain earned income at project exit	10%						
% of adult participants will obtain non-cash benefits at project exit	20%						
% of project participants entering permanent housing that will retain permanent housing at 1 year	90%						



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 HHAP funded activities and “Housing First” principles.

3. Race & Ethnicity Data

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



Quarterly Status Report

County of Santa Barbara
Community Services Department

Hispanic, Latina/e/o & Black, African American, or African		
Middle Eastern or North African & Black, African American, or African		
Native Hawaiian or Pacific Islander & Black, African American, or African		
White & Black, African American, or African		
Middle Eastern or North African & Hispanic, Latina/e/o		
Native Hawaiian or Pacific Islander & Hispanic, Latina/e/o		
White & Hispanic, Latina/e/o		
Native Hawaiian or Pacific Islander & Middle Eastern or North African		
White & Middle Eastern or North American or North African		
White & Native Hawaiian or Pacific Islander		
Multiracial – more than 2 races/ethnicity, with one being Hispanic/Latina/e/o		
Multiracial – more than 2 races, where no option is Hispanic/Latina/e/o		
Client Doesn't Know/ Prefer Not to Answer		
Data Not Collected		
Totals in RACE		
ETHNICITY¹		
Hispanic or Latino ²		
Not Hispanic or Latino		
Totals in ETHNICITY		

4. Project Funding

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

HUD Funds

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

Other Funds

	Amount

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.



Quarterly Status Report

County of Santa Barbara
Community Services Department

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

5. Additional Comments

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

6. Submission Certification

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

Signature: _____ Date: _____

Name & Title: _____

EXHIBIT E

Indemnification and Insurance Requirements (For 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.
5. **Sexual Misconduct Liability:** Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or

retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

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

B. Other Insurance Provisions

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

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).
2. **Primary Coverage** – For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR'S obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not

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

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

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

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

EXHIBIT F

State Terms and Conditions

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

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

1. Commencement of Work and Completion Dates

- A. SUBRECIPIENT agrees that the Project shall not commence, nor shall any costs to be paid with Homeless Housing, Assistance and Prevention (HHAP) Round-5 Program (hereafter the 'Program') funds be incurred or obligated by any party prior to execution of this Agreement by the COUNTY, completion of all required environmental clearances, compliance with the applicable conditions of this Agreement, and not before receipt of an award notification letter from COUNTY.
- B. SUBRECIPIENT agrees that the Project shall be completed by the expiration date specified in this Agreement and that the Scope of Work shall be provided for the full term of this Agreement.

2. Sufficiency of Funds and Termination

- A. The COUNTY may, by written notice to SUBRECIPIENT, terminate this Agreement, at any time for cause. Cause shall consist of: violations of any terms and/or special conditions of this Agreement; Federal statutes; Federal regulations; State laws and regulations; or withdrawal of the State's expenditure authority. Upon termination of this Agreement, unless otherwise approved in writing by the COUNTY, any unexpended funds received by the SUBRECIPIENT shall be returned to the COUNTY within thirty (30) days of the Notice of Termination.
- B. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of Congressional appropriation of funds for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if the Agreement were executed after the determination was made.
- C. This Agreement is valid and enforceable only if sufficient funds are made available to the COUNTY by the STATE and/or United States Government for the purposes of this Program. In addition, this Agreement is subject to any additional restrictions, limitations or conditions, or statute, regulations or any other laws, whether federal or those of the State of California, or of any agency, COUNTY, or any political subdivision of the federal or the State of California governments, which may affect the provisions, terms or funding of this Agreement in any manner.

- D. It is mutually agreed that if the Congress does not appropriate sufficient funds for the Program, this Agreement shall be amended to reflect any reductions in funds.

3. **Transfers**

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

4. **Contractors and Subcontractors**

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

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

5. **Liability Insurance**

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

6. **Inspections**

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

7. **Audit/Retention and Inspection of Records**

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

8. Monitoring Grant Activities

- A. COUNTY shall monitor the SUBRECIPIENT activities to ensure compliance with federal and State HHAP Round III 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 HHAP III program. In the event that project-level or system-wide performance consistently remains low, the COUNTY shall work collaboratively with the SUBRECIPIENT to develop performance improvement plans which shall be incorporated into this Agreement and other agreements required.
- D. If it is determined that a SUBRECIPIENT falsified any certification; application; or informational, financial, or contract report, the SUBRECIPIENT shall be required to reimburse to COUNTY the full amount of the funds provided by this Agreement, and may be prohibited from any further participation in the HHAP Round III program.
- E. As requested by the COUNTY, the SUBRECIPIENT shall submit to the COUNTY all HHAP Round III monitoring documentation necessary to ensure that SUBRECIPIENT is in continued compliance with State HHAP Round III requirements. Such documentation requirements and the submission deadline shall be provided by the COUNTY at the time such information is requested from the SUBRECIPIENT.

9. Waivers

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

10. Litigation

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

action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of the COUNTY.

11. Compliance with State Law and Regulations

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

12. Environmental Requirements

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

13. Eligible Activities

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

14. Core Practices

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

15. Core Components of Housing First

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

16. Reporting and Recordkeeping

- A. By October 20th of each year, SUBRECIPIENT shall submit a final Annual Performance Report to the COUNTY. In accordance with federal reporting requirements, the report shall include, but not be limited to, beneficiary data including performance measurements.
- B. No less than once per quarter, but not more often than monthly, SUBRECIPIENT shall provide COUNTY with a HHAP Round III Program Quarterly Status Report, for which a sample is attached hereto as Exhibit D, on or before the twentieth day of October, January, April, and July, setting forth its activities for the previous quarter. Further, should the State require additional reports, SUBRECIPIENT agrees to submit such reports in a timely fashion

in a manner and format approved by the COUNTY and State. A close-out-of-grant report shall be submitted within twenty (20) days after the end of the reporting period.

- C. SUBRECIPIENT shall manage and maintain all client data information using a Homeless Management Information System (HMIS). SUBRECIPIENT shall collect all program data elements using HMIS and comply with all reporting requirements.
- D. SUBRECIPIENT shall maintain all fiscal and program records pertaining to the Agreement for a period of five (5) years from the date of expiration of the Agreement.
- E. SUBRECIPIENT shall submit required reports on forms approved by COUNTY.