

Attachment A

Public Safety Realignment Sub-Recipient Agreement with Good Samaritan Shelter for the
Supportive Housing Program

CONTRACTOR AGREEMENT
BETWEEN
COUNTY OF SANTA BARBARA
AND
GOOD SAMARITAN SHELTER
FOR SUPPORTIVE HOUSING
Community Corrections Partnership (CCP) Funding

THIS AGREEMENT ("Agreement") is made and entered into by and between the County of Santa Barbara ("COUNTY"), a political subdivision of the State of California, and Good Samaritan Shelter, a California nonprofit public benefit corporation ("CONTRACTOR" and together with COUNTY, collectively, the "Parties" and each individually a "Party"), whose address is 245 E. Inger St. Suite 103B, Santa Maria, CA 93454.

WITNESSETH THAT:

WHEREAS, CONTRACTOR represents that it is specially trained, skilled, experienced and competent to provide the housing and services required by the COUNTY;

WHEREAS, COUNTY desires to retain the services of CONTRACTOR for Supportive Housing Project funded by the Community Corrections Partnership ("Program") with Public Safety Realignment (AB109) funds ("CCP Funds") pursuant to the terms, covenants and conditions herein set forth.

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

I. SCOPE OF SERVICES

A. General

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

B. Services

1. Eligible Activities

Services funded by this Agreement include the operation of transitional housing and provision of supportive services at three locations: 1) Lincoln House, 1404 Lincoln Street, Santa Maria, CA 93458 and 2) Elmwood House, 1933 Elmwood Drive, Santa Maria, CA 93455 and 3) Step Down Housing, 421 N. Alisos Street, Santa Barbara, CA 93103, as set forth in Exhibit A.

C. Staffing

Only the salary and benefits for the positions listed in the budget in Exhibit B, if any, are eligible for reimbursement. Any changes in the positions whose salary and benefits are eligible for reimbursement under this Agreement shall be approved in writing by CSD through an amendment to the budget in Exhibit B. All Services shall be performed by CONTRACTOR or under CONTRACTOR's supervision. CONTRACTOR represents that it possesses the professional and technical personnel required to perform the services required by this Agreement. CONTRACTOR and its contractors and subcontractors shall perform all services in a professional manner commensurate with the standards and with the

reasonable and ordinary level of care provided by competent professionals performing similar or like work in the State of California.

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

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

D. Levels of Accomplishment – Goals and Performance Measures

CONTRACTOR shall report performance data to COUNTY quarterly, in accordance with Sections VII.B.1, VII.B.2, and VII.C of this Agreement, regarding the goals and performance measures set forth in Exhibit A, and as required by the COUNTY.

E. Performance Monitoring

CONTRACTOR shall be responsible for providing services in a manner satisfactory to COUNTY. In addition, COUNTY will review the performance of CONTRACTOR as set forth in the Agreement and in the April 19, 2022 CCP NOFA. COUNTY may monitor the performance of CONTRACTOR against the goals and performance measures set forth in Section I.D of this Agreement and Exhibit A. CONTRACTOR's failure to meet any of these goals and performance measures as determined by COUNTY in its sole discretion shall constitute a breach of this Agreement. If action to correct such breach is not taken by CONTRACTOR within seven (7) days after being notified by COUNTY, contract suspension or termination procedures may be initiated pursuant to Section VI.F of this Agreement.

II. TERM

A. Time of Performance

The term of this Agreement ("Term") shall begin on July 1, 2024 ("Operating Start Date" or "Effective Date") and shall terminate on June 30, 2025, unless earlier suspended or terminated in accordance with the provisions of this Agreement, or there is insufficient funding available for any reason. All Services to be performed hereunder and set out in the Scope of Services may commence on the Operating Start Date, July 1, 2024, and shall be completed by June 30, 2025. Any CCP Funds not expended by June 30, 2025 will no longer be available to the CONTRACTOR.

B. Close-outs

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

III. BUDGET

The budget for CONTRACTOR's services, shall be as set forth in Exhibit B to this Agreement ("Budget"). COUNTY may require a more detailed budget breakdown than the one contained herein, and CONTRACTOR

shall provide such supplementary budget information within one (1) week of COUNTY's request and in the form and content prescribed by COUNTY. Any amendments to the Budget shall require amendment of this Agreement in accordance with Section VI.E, below.

CONTRACTOR represents that the Budget includes only allowable costs and an accurate analysis of costs acceptable under the Public Safety Realignment funding and in the April 19, 2022 CCP NOFA. These items shall be in sufficient detail to provide a sound basis for COUNTY to effectively monitor CONTRACTOR's performance under this Agreement.

CONTRACTOR further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by COUNTY under this Agreement shall not exceed **\$400,000** ("Maximum Contract Amount"). Drawdowns for the payment of eligible expenses shall be made in accordance with the line item budgets specified in Exhibit B hereto. No more than once per month and no less than once per quarter CONTRACTOR may request reimbursement for its eligible expenditures hereunder by submitting to COUNTY a completed Expenditure Summary and Payment Request in the form attached hereto as Exhibit C ("ESPR") together with proper support documentation for Services described in Sections I.A and I.B, staff salaries and benefits described in Section I.C, and performance data required in Sections I.D, VII.B.1, VII.B.2, and VII.C of this Agreement. No costs shall be invoiced or billed except for expenditures authorized in the Budget as set forth in Exhibit B. The itemized costs submitted and substantiated by CONTRACTOR for reimbursement hereunder shall be of sufficient detail to provide a sound basis for COUNTY to effectively monitor the eligibility of such costs under this Agreement. COUNTY shall review each ESPR and shall reimburse CONTRACTOR for eligible costs within thirty (30) days after receiving CONTRACTOR's complete and correct ESPR and supporting documentation.

V. NOTICES

Notices and other written communications provided to a Party hereunder shall be in writing, and delivered via mail (postage prepaid), commercial courier, or personal delivery to the address for such Party set forth below, which address information may be modified during the Term via written notice from such Party to the other Party in accordance with this Section V. Notices may be sent by facsimile or other email if the Party to be noticed consents to the delivery of the notice by facsimile or email and if the Party required to give notice also delivers such notice via mail (postage prepaid), commercial courier, or personal delivery the next business day. Any notice delivered or sent as aforesaid shall be effective on the date of personal delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

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

COUNTY

Jesús Armas, Director County of Santa Barbara
Community Services Department
123 E. Anapamu St., Second Floor
Santa Barbara, CA 93101
Office: (805) 568-3520
Facsimile: (805) 560-1091

CONTRACTOR

Sylvia Barnard, Executive Director
Good Samaritan Shelter
245 E. Inger St., Suite 103B
Santa Maria, CA 93454
Office: (805) 331-0877
Facsimile: (805) 653-0813

VI. GENERAL CONDITIONS

A. General Compliance

CONTRACTOR agrees to comply with applicable federal, state and local laws, regulations, ordinances, orders, rules, guidelines, directives, circulars, bulletins, notices and policies governing the funds provided under this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding involving CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such law, regulation, ordinance or order, shall be conclusive of that fact as between CONTRACTOR and COUNTY. CONTRACTOR will be responsible for providing services in a manner consistent with all federal and state requirements and standards required as a condition of receiving and expending funds provided under this agreement.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the Parties. CONTRACTOR 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 CONTRACTOR's behalf, and should COUNTY be required to do so by federal, state, or local taxing agencies, CONTRACTOR 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, CONTRACTOR understands and acknowledges that neither it nor its employees or subcontractors shall be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure.

C. Insurance and Indemnification

CONTRACTOR 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

CONTRACTOR 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 change to this Agreement shall be effective unless made via a written amendment to this Agreement duly executed by each of COUNTY and CONTRACTOR. COUNTY and CONTRACTOR may amend this Agreement at any time during the Term, provided that such amendment(s) makes specific reference to this Agreement, is executed in writing, and signed by a duly authorized representative of each party hereto. No such amendment shall invalidate any part(s) of this Agreement that are not changed by such amendment, nor relieve or release COUNTY or CONTRACTOR from its obligations under this Agreement that are not changed by such amendment. CONTRACTOR 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, or available funding amounts.

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

changes to this Agreement, to the extent not inconsistent with the terms of the Agreement, CCP Guidelines, or with any other applicable laws:

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

F. Suspension or Termination

COUNTY may suspend or terminate this Agreement if CONTRACTOR materially fails to comply with any terms of the Agreement, which include but are not limited to, the following:

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

1. Termination by COUNTY

COUNTY may, by written notice to CONTRACTOR, 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 CONTRACTOR to fulfill the obligations herein.

- a. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.
- b. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR 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 CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is given by COUNTY, unless the notice directs otherwise.
2. **Termination by CONTRACTOR**
Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at SUPRECIPIENT's option, terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.
3. Upon termination, CONTRACTOR 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 CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain.
4. If the State demands reimbursement from COUNTY for COUNTY's payments to CONTRACTOR due to CONTRACTOR's failure to comply with the terms of the State's award to COUNTY, including, but not limited to, the grant agreement, assurances in applications, or notices of awards, any applicable term of this Agreement, or any law, regulation, ordinance, order, rule, directive, circular, bulletin, notice, guideline or policy referred to herein, or as may become applicable at any time, CONTRACTOR shall fully and completely reimburse COUNTY in the total amount of such disallowed payments.

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. **Accounting Standards**
CONTRACTOR agrees to adhere to the accounting principles and procedures required and utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
2. **Indirect Costs**
CONTRACTOR may charge indirect costs under this Agreement. The indirect cost allocation may not exceed ten percent of the allowable direct costs.
3. **Travel**
CONTRACTOR shall obtain written approval from COUNTY for the use of any funds provided under this Agreement for the reimbursement of any costs incurred for travel outside the County of Santa Barbara.

B. Documentation and Record Keeping

1. **Records to Be Maintained**
CONTRACTOR shall comply with all reporting requirements of COUNTY and shall maintain all required records and all other records that are pertinent to the activities to be funded under this Agreement. CONTRACTOR agrees to maintain accounting books and records in accordance with Generally Accepted Government Auditing Standards. CONTRACTOR further agrees that the State and its designated representatives have the right to review and copy any records and supporting

documentation pertaining to the performance of this Agreement. Such records shall include, but not be limited to:

- a. Records establishing that CONTRACTOR followed written intake procedures for referral from the Santa Barbara County Probation Department;
- b. Records providing a full description of each activity undertaken;
- c. Records required to determine the eligibility of activities;
- d. Records supporting disbursements of CCP Funds for the performance of eligible activities; and
- e. Financial records as required by the Public Safety Realignment Plan.

2. Client Data

- a. CONTRACTOR shall collect and maintain client data demonstrating client eligibility for services. Such data shall include, but not be limited to, client name, address, homeless status or other basis for determining eligibility, and descriptions of services provided.
- b. CONTRACTOR shall enter all client data in the COUNTY's Homeless Management Information System ("HMIS") for continuity across supportive housing programs.

3. Retention

- a. CONTRACTOR shall retain all records required by or pertinent to this Agreement for five (5) years. The five-year retention period begins on the date of the termination of this Agreement. Notwithstanding the above, if there is litigation, claims, demands, audits, negotiations, disputes or other actions 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 actions and final resolution of all issues, or the expiration of the required retention period, whichever occurs later.
- b. CONTRACTOR agrees that COUNTY, State HCD or their designees shall have the right to review, obtain, and copy all records and supporting documentation pertaining to the performance of this Agreement. The CONTRACTOR agrees to provide the COUNTY, State HCD or their designees with any relevant information requested. The CONTRACTOR agrees to permit COUNTY, State HCD or their designees' access to its 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 Agreement.

4. Ownership of Documents

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

5. Disclosure

CONTRACTOR understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of COUNTY or CONTRACTOR'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

Any deficiencies, audit findings, or required corrective actions noted in audit reports must be fully cleared by the CONTRACTOR within 30 days after receipt by CONTRACTOR unless a longer time period is agreed upon in writing by the COUNTY.

As this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR 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). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

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

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

7. Access to Records

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

C. Reports

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

VIII. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

1. Nondiscrimination

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

12086; and all implementing regulations, and all as may be amended. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act are still applicable. In addition, COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the Ordinance were specifically set out herein and CONTRACTOR agrees to comply with said Ordinance.

B. Employment Restrictions

1. Labor Standards Requirements

CONTRACTOR shall comply with federal Fair Labor Standards Act requirements as well as all labor laws and regulations of the State of California and COUNTY.

C. Conduct

1. Assignability

CONTRACTOR shall not assign or otherwise transfer, directly or indirectly, whether by operation of law or otherwise, this Agreement, any interest in this Agreement, or any of CONTRACTOR's rights or obligations hereunder, without the prior written consent of COUNTY in each instance, and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination of this Agreement by COUNTY; provided, however, that claims for money due or to become due to CONTRACTOR 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

CONTRACTOR shall not enter into any contracts or subcontracts with any agency or individual to perform Services under this Agreement, in whole or in part, without the prior written consent of COUNTY. No contractor or subcontractor is eligible to receive funds hereunder unless such contractor or subcontractor is licensed and in good standing in the State of California.

b. Monitoring

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

c. Content

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

d. Selection Process

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

e. Insurance

CONTRACTOR 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

CONTRACTOR agrees to abide by and keep records to show compliance with the organizational and individual conflicts of interest provisions of Government Code section 1090 and Public Contract Code, sections 10410 et seq., for State conflict of interest requirements.

- a. Employees of the CONTRACTOR 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 sections 81000 et seq.
- b. The provision of any type or amount of assistance may not be conditioned on an individual or family's acceptance or occupancy of emergency shelter or housing owned by CONTRACTOR, or a parent or subsidiary of CONTRACTOR.
- c. CONTRACTOR 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.
- d. No employee, officer, agent or consultant of CONTRACTOR shall participate in the selection, or in the award, or administration of, a contract supported by funds provided by this Agreement if a conflict of interest, real or apparent, would be involved.
- e. No covered persons who exercise or have exercised any functions or responsibilities with respect to State CCP-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 CCP-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 CCP-funded activity, or with respect to the proceeds derived from the State CCP-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, CONTRACTOR, or any designated public agency.

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

4. Copyright

If this Agreement results in any material, works or inventions that may be protected by copyright, trademark, or patent, COUNTY and/or State, reserves the right to a royalty-free, non-exclusive

and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the materials, works or inventions for governmental purposes.

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

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

5. Religious Activities

CONTRACTOR agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited, such as worship, religious instruction, or proselytization. CONTRACTOR shall not require, as a condition of receiving services/ housing provided by CONTRACTOR under this agreement, participation in any religious or philosophical ritual, service, meeting or rite.

6. Conditions for Religious Organizations

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

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

7. Drug-Free Workplace

Certification of Compliance: By signing this Agreement, CONTRACTOR 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 (California Government Code sections 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 California 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. CONTRACTOR'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 California Government Code section 8355, subdivision (a)(3), that every employee and/or subcontractor who works under this Agreement:
 - 1. Will receive a copy of CONTRACTOR'S drug-free policy statement, and
 - 2. Will agree to abide by terms of CONTRACTOR'S condition of employment of subcontract.
8. Child Support Compliance Act
- The CONTRACTOR acknowledges in accordance with California Public Contract Code section 7110, that:
- a. The CONTRACTOR 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 California Family Code; and
 - b. The CONTRACTOR, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

IX. ENVIRONMENTAL CONDITIONS

A. Minimum Standards

1. Transitional Housing

CONTRACTOR agrees to comply with the requirements of 24 CFR 578 for transitional housing with respect to structures and materials, access, space and security, interior air quality, water supply, sanitary facilities, thermal environment, illumination and electricity, food preparation, sanitary conditions and fire safety. While the CCP Program is not regulated by 24 CFR 578, those are the standards that shall be referenced for determining habitability.

B. California Environmental Quality Act

This Agreement is subject to the provisions of the California Environmental Quality Act (CEQA). CONTRACTOR assumes responsibility for fully complying with CEQA's requirements regarding the Project.

X. SEVERABILITY

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

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

XI. SECTION HEADINGS AND SUBHEADINGS

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

XII. WAIVER

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

XIII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the COUNTY and the CONTRACTOR with respect to the subject matter hereof, and it supersedes all prior and contemporaneous communications and proposals, whether electronic, oral, or written between the COUNTY and the CONTRACTOR with respect to the subject matter hereof. 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.

XIV. REMEDIES NOT EXCLUSIVE

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

XV. TIME IS OF THE ESSENCE

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

XVI. NONEXCLUSIVE AGREEMENT

CONTRACTOR 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 CONTRACTOR as COUNTY desires.

XVII. CALIFORNIA LAW

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

XVIII. EXECUTION OF COUNTERPARTS

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

XIX. AUTHORITY

Each signatory and 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 entity(ies) or person(s), and that all corporate formalities and formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

XX. ORDER OF PRECEDENCE

All conflicts and inconsistencies between the provisions contained in the numbered sections I through XX of this Agreement and the provisions contained in the Exhibits attached hereto shall be resolved by giving precedence in the following order:

- A. Exhibit E
- B. The provisions in Sections I through XI and this Section XX of this Agreement
- C. Exhibit F
- D. Exhibit B
- E. Exhibit A

Other exhibits attached hereto, to the extent incorporated by reference above .

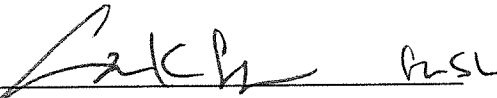
[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the Effective Date set forth above.

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

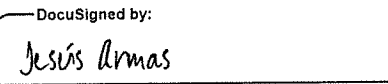
"COUNTY"
COUNTY OF SANTA BARBARA:

By: 
Deputy Clerk

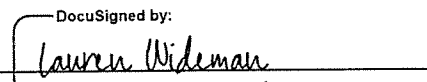
By: 
Steve Lavagnino, Chair
Board of Supervisors

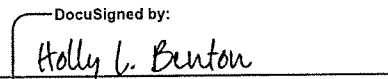
APPROVED AS TO ACCOUNTING FORM:
BETSY M. SCHAFER, CPA
AUDITOR-CONTROLLER

DocuSigned by:
By: 
Deputy Auditor-Controller

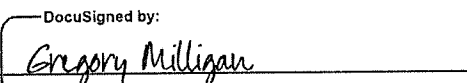
DocuSigned by:
By: 
Jesus Armas
Community Services Director

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

DocuSigned by:
By: 
Deputy County Counsel

DocuSigned by:
By: 
Holly L. Benton
Chief Probation Officer

APPROVED AS TO FORM:
GREG MILLIGAN
RISK MANAGEMENT

DocuSigned by:
By: 
Risk Manager

"CONTRACTOR"
Good Samaritan Shelter

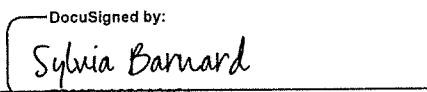
DocuSigned by:
By: 
Sylvia Barnard, Executive Director

EXHIBIT A

Scope of Services

Supporting Housing Services Project

Agency: Good Samaritan Shelter
Project Title: Good Samaritan Shelter CCP Program
Maximum Contract Amount: \$400,000
Time of Performance: July 1, 2024 – June 30, 2025
Housing Type: Transitional Housing with Supportive Services

A. INTRODUCTION

This Scope of Services is attached to and incorporated into the Contractor Agreement between the County of Santa Barbara ("COUNTY") and Good Samaritan Shelter ("CONTRACTOR") as referenced in the Agreement. The purpose of this Scope of Services is an effort to provide funding for supportive housing for justice-involved individuals reentering the community following a period of incarceration. The goal is to increase housing access for this population. Good Samaritan Shelter shall provide 20 beds for the Supportive Housing project for justice-involved persons through the funding provided through the Community Corrections Partnership ("Project"). The 20 beds shall be distributed throughout three locations; 1) Lincoln House, 1404 Lincoln Street, Santa Maria, CA 93458 (8 male beds) and 2) Elmwood House, 1933 Elmwood Drive, Santa Maria, CA 93455 (4 female beds), and 3) Step Down Housing, 421 N. Alisos Street, Santa Barbara, CA 93103 (8 beds to fit either gender category).

B. PROJECT DESCRIPTION

1. Purpose

The Project model is designed to foster a sober living environment with supportive services that encourage justice-involved participants to stabilize in housing and employment with the ultimate goal of achieving self-sufficiency as they re-enter back into the community while reducing recidivism. With a structured living environment that includes drug testing, intensive case management, referrals and engagement with treatment, employment assistance, and rapid re-housing support, CONTRACTOR's model best supports the goals of the Community Corrections Partnership. COUNTY's expectation is that participants shall comply with the project and work with CONTRACTOR's Case Manager to meet the goals of an individualized service plan that shall be developed within the first week of intake into the Project. This Project shall provide 20 beds.

2. Services

- a. All participants shall be offered transitional housing with supportive services, including, but not limited to, comprehensive and assertive one-on-one case management and transportation. Staff shall strive to build strong and trusting relationships that respect the current circumstances of each participant. Services shall be trauma-informed and strengths-based with the long-term goal of developing participant independence and fostering a smooth reintegration into the community.

Staff have been trained in Seeking Safety, Matrix, Motivational Interviewing, and Trauma Resiliency Model evidence-based interventions and shall applying this training to supportive services provided. CONTRACTOR shall provide additional training to staff as needed for delivering direct services.

3. Levels of Accomplishment

a. Goals

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

Supportive Housing

Goal

Unduplicated number of referred justice-involved persons served	55
Number of instances of service (all services must be documented)	8,000

b. Performance Measures

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

Supportive Housing

	Goal
Unduplicated number of referred justice-involved persons served	55
Number of ISP's (goals) to be developed	200
% of unduplicated participants who remain enrolled for 60 days will achieve employment	50
% of independent Service Plans (goals) that will be successfully completed	60
% of participants exiting to permanent housing	25

C. DATA COLLECTION AND REPORTING

1. General

Data collection must be completed in accordance with the CCP Notice of Funding Availability issued April 19, 2022 and in sufficient detail to determine CONTRACTOR's progress in meeting the goals and performance measures as set forth in Section B.3, above. CONTRACTOR shall use the Homeless Management Information System to provide continuity across supportive housing programs.

2. Report Schedule

Status Reports are due according to the following schedule:

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

Disbursement of funds hereunder is contingent upon COUNTY's timely receipt of each Status Report.

3. Report Content

Each Status Report must contain the following:

- a. Performance Reports generated from the Santa Barbara County Homeless Management Information System (HMIS);
- b. Data on goals and permanent measures as set forth in Section B.3, above;
- c. Data on funding received by CONTRACTOR from all sources for the services provided under this Agreement; and
- d. Signature of CONTRACTOR's Executive Director attesting to the accuracy of the information submitted.

EXHIBIT B

Budget and Payment Procedures

Project Title: Good Samaritan Shelter CCP Program
Maximum Contract Amount: \$400,000.00
Term: July 1, 2024- June 30, 2025

D. INTRODUCTION

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

E. BUDGET

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

Exhibit B – Attachment 2 represents the Project Expenditure Budget, detailing lines items to be reimbursed by CCP Funds provided under the Agreement.

Changes to Revenue or Expenditure line items in the Budget require an amendment to this Agreement duly executed by both Parties in accordance with the amendment provisions of this Agreement.

F. PAYMENT REQUESTS

Each reimbursement request submitted by CONTRACTOR hereunder must include all of the following:

1. A completed and accurate Expenditure Summary and Payment Request (ESPR) in the form attached hereto as Exhibit C, containing an itemized list of expenditures to be reimbursed by CCP Funds made available under this Agreement. Adequate documentation of all eligible expenditures must be included by CONTRACTOR in each reimbursement request.
2. Supporting documentation:
 - ☐ Third-party invoices or receipts
 - ☐ Copies of cancelled checks
 - ☐ Payroll registers and time and activity sheets
 - ☐ Copies of leases and rent comparability documentation for financial and rental assistance requests

Exhibit B- Attachment 1

Project Title Good Samaritan Shelter CCP Program
Applicant Name Good Samaritan Shelter
CCP Award _____ Budget Term: July 1, 2024 - June 30, 2025

Component	Requested Amount
One Year Supportive Housing	\$ 400,000.00
Capital (Brick and Mortar)	
TOTAL	\$ 400,000

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

Please specify the source of "Other Federal Funds".

Revenue

Source	Budget	CCP Funds	Other
CCP Program (This grant)	\$ 400,000	\$ 400,000	
CDBG - Cities			
CDBG - County			
CoC Program			
ESG - County			
HOME - Cities			
HOME - County			
Other Federal Funds (specify program below)			
Other State Funds (specify program below)			
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 (specify source below)			
Total Revenue	\$ 400,000	\$ 400,000	\$ -

Exhibit B- Attachment 2



Community Corrections Partnership

Project Budget - Expenses (12 Month Budget)

Project Title Good Samaritan Shelter CCP Program
 Applicant Name Good Samaritan Shelter

Expenses

Budget Term: July 1, 2024 - June 30, 2025

Expense	Total Program Budget	CCP Program	
		Supportive Housing	Other
Salaries, Benefits, and Payroll Taxes - Provide detail for all program staff. Add lines as needed.			
Program Manager .75FTE @ 100% @ \$70,720/year	\$ 70,720	\$ 70,720	
Case Manager 1FTE @ 100% @ \$56,160/year	\$ 56,160	\$ 56,160	
Transporter - 1FTE @100% @ 41,600/year	\$ 41,600	\$ 41,600	
House Assistants- .75FTE @100% @ 41,600/year	\$ 31,200	\$ 31,200	
CSL Supervisor - 1 FTE @.02% @ 97,760/year	\$ 9,776	\$ 9,776	
	\$ -		
	\$ -		
Employee Benefits and Payroll Taxes 20%	\$ 41,891	\$ 41,891	
Client Services and Direct Assistance			
Rental Assistance	\$ -		
Security Deposits	\$ -		
Utility Assistance	\$ -		
Moving costs	\$ -		
Financial Assistance to Clients	\$ -		
Homeless Management Information System (HMIS)	\$ -		
Rehabilitation	\$ -		
Acquisition	\$ -		
Other (Please specify):	\$ -		
Consultants and Contracts (includes Amer Corps)	\$ 6,500	\$ 6,500	
Drug Testing	\$ 1,100	\$ 1,100	
Facility Rent and Maintenance	\$ 29,153	\$ 29,153	
Telephone, Fax, Internet and Utilities	\$ 21,000	\$ 21,000	
Supplies (includes General, Food, and Office Supplies)	\$ 30,000	\$ 30,000	
Postage and Shipping	\$ -		
Marketing	\$ -		
Travel, Mileage, and Training (includes Gas and Vehicle Expense)	\$ 11,500	\$ 11,500	
Equipment Rental and Maintenance	\$ -		
License and Permits	\$ 1,900	\$ 1,900	
Insurance	\$ 7,500	\$ 7,500	
Other (specify below)			
Rapid Rehousing	\$ -		\$ -
Indirect Costs (Maximum 10% of Grant)	\$ 40,000	\$ 40,000	
Total Expenses	\$ 400,000	\$ 400,000	

Exhibit C

EXPENDITURE SUMMARY AND PAYMENT REQUEST (ESPR)
2024 Community Corrections Partnerships (CCP) Program
County of Santa Barbara Community Services Department

Agency Name: Good Samaritan Shelter

DUNS #:

Project Name: Good Samaritan Shelter CCP Program

Address: 245 Inger Drive, Santa Maria, CA 93454

Contact Person: Sylvia Barnard

Title: Executive Director

Email Address: goodsamshelter@gmail.com

Phone #: 805-331-0877

ESPR Request #:

Date Submitted:

Report Period: Q1 ☐
Q2 ☐
Q3 ☐
Q4 ☐

Submit completed ESPR and required documentation to:

Staff Person: Katherine Soto-Vasquez

Title: Housing Program Specialist

Email Address: ksotovasquez@countyofsb.org

Phone #:

PO/Contract #:

HCD Project #:

IDIS Project ID:

Grant Budget and Expenditures

Program Component	Activity	Budget	Previous Drawdowns	Requested Drawdown	New Available Balance
Supportive Housing	Services	\$ 251,347.00		\$ -	\$ 251,347.00
Supportive Housing	Operations	\$ 108,653.00		\$ -	\$ 108,653.00
Supportive Housing	Indirect costs	\$ 40,000.00		\$ -	\$ 40,000.00
TOTAL		\$ 400,000.00	\$ -	\$ -	\$ 400,000.00

☐ Check this box if this is the final payment.

Certification

I certify to the best of my knowledge and belief that this report is true and complete and I have reviewed all supporting documentation. Disbursements have been made for the purpose and conditions of this grant and have not been paid by any other source.

Manager / Fiscal Officer

Administrator / Executive Director

Name

Title

Signature

Date

Name

Title

Signature

Date

21

Exhibit D**CCP****Quarterly Status Report**County of Santa Barbara
Community Services Department

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

☐ **Quarter 1**
7/1/24-9/30/24

☐ **Quarter 2**
10/1/24 – 12/31/24

☐ **Quarter 3**
1/1/25– 3/31/25

☐ **Quarter 4**
4/1/25 – 6/30/25

Agency Good Samaritan Shelter
Contact Person
Sylvia Barnard, Executive Director
Project Good Samaritan Shelter CCP Program
Phone Number
805-331-0877
Contract #
Email Address goodsamshelter@gmail.com

1. APR Contractor Report

Generate an APR Contractor Reports from the Santa Barbara County Homeless Management Information System for the reporting period and attach a print-out to this report.

2. Accomplishments

Goals

	Goal	Quarter	Program-to-Date
SUPPORTIVE HOUSING			
Unduplicated number of referred justice involved persons served	55		
Number of instances of service (all services must be documented and reported)	8,000		

Performance Measures - Overall

		Quarter			Program-to-Date		
		Universe (#)	# Meeting Target	% Meeting Target	Universe (#)	# Meeting Target	% Meeting Target
Unduplicated number of referred justice involved persons served	55						
% of unduplicated participants who remain enrolled for 60 days will achieve employment	50%						
Number of ISP's (goals) to be developed	200						
% of ISP that will successfully completed (goals)	60%						
% participants exiting to permanent housing	25%						

Narrative (Attach additional pages, as needed)

1. Describe the project's progress in meeting the goals and performance measures as set forth in the Contractor Agreement. If the project is not performing as planned, provide an explanation.
2. Describe the alignment between CCP Supportive Housing activities and The Public Safety Realignment Plan.

3. Race & Ethnicity Data

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

Middle Eastern or North African & Black, African American, or African		
Native Hawaiian or Pacific Islander & Black, African American, or African		
White & Black, African American, or African		
Middle Eastern or North African & Hispanic, Latina/e/o		
Native Hawaiian or Pacific Islander & Hispanic, Latina/e/o		
White & Hispanic, Latina/e/o		
Native Hawaiian or Pacific Islander & Middle Eastern or North African		
White & Middle Eastern or North American or North African		
White & Native Hawaiian or Pacific Islander		
Multiracial – more than 2 races/ethnicity, with one being Hispanic/Latina/e/o		
Multiracial – more than 2 races, where no option is Hispanic/Latina/e/o		
Client Doesn't Know/ Prefer Not to Answer		
Data Not Collected		
Totals in RACE		
ETHNICITY1		
Hispanic or Latino2		
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	
Other Federal Funds	\$	
State Funds (including CCP)	\$	
Local Funds	\$	
Private Funds	\$	
Other Funds (<i>Specify fund source below</i>)		
	\$	

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.

	\$	
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 All Contracts with Good Samaritan)

INDEMNIFICATION

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

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

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

INSURANCE

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

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability:** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

B. Other Insurance Provisions

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

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
2. **Primary Coverage** – For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Mutual Waiver of Workers' Compensation Subrogation Rights** – Notwithstanding anything in this Agreement to the contrary, COUNTY hereby releases and waives unto CONTRACTOR, including its officers, directors, employees and agents, and CONTRACTOR hereby releases and waives unto COUNTY, including its officers, directors, employees and agents, all rights to claim damages for any workers' compensation injury, loss, cost or damage to persons, as long as the amount of such injury, loss, cost or damage has been paid either to or by COUNTY, CONTRACTOR, or any other person, firm or corporation, under the terms of any workers' compensation policy of insurance. Each Party shall have its Workers' Compensation policy endorsed with a waiver of subrogation in favor of the other Party for all work performed by the other Party, its officers, directors, employees and agents. **Each Party shall provide the other Party with the required insurance endorsement that amends the workers' compensation insurance policy.**
5. As respects all workers' compensation policies of insurance carried or maintained pursuant to this Agreement and to the extent permitted under such policies, COUNTY and CONTRACTOR, each waive the insurance carriers' rights of subrogation. For purposes of this provision, insurance proceeds paid to either Party shall be deemed to include any deductible or self-insurance retention amount for which that Party is responsible. A Party's failure to obtain or maintain any insurance coverage required pursuant to the terms of this Agreement shall not negate the waivers and releases set forth herein, as long as the insurance that such Party failed to obtain or maintain would have covered the loss or damage for which such Party is waiving its claims.
6. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
7. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
8. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and

approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR'S obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
10. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
11. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
12. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

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

EXHIBIT F
State Terms and Conditions

This Agreement is being assisted by the State of California. The following State provisions must be included in all contracts, including this Agreement, pursuant to applicable Program and Public Safety Realignment (AB109) requirements.

1. Commencement of Work and Completion Dates

- A. CONTRACTOR agrees that the Agreement shall not commence, nor any costs to be paid with CCP Funds be incurred or obligated by any Party prior to execution of this Agreement by the COUNTY and CONTRACTOR, 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. CONTRACTOR agrees that the Project shall be completed during the Term, and that the Scope of Services shall be provided for the full Term of this Agreement.

2. Sufficiency of Funds and Termination

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

3. Transfers

CONTRACTOR 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**

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

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

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

5. **Liability Insurance**

Unless otherwise approved in writing, CONTRACTOR 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, CONTRACTOR shall provide a valid certificate of insurance to the Director for review and approval.

6. **Inspections**

- A. CONTRACTOR shall inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable Federal, State and/or local requirements, and this Agreement.
- B. The COUNTY and State reserves the right to inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable Federal, State and/or local requirements, and this Agreement.

- C. CONTRACTOR agrees to require that all work that is determined based on such inspections not to conform to the applicable requirements will be corrected by CONTRACTOR and that COUNTY shall withhold payments to the CONTRACTOR until it is corrected.

7. Audit/Retention and Inspection of Records

- A. CONTRACTOR agrees to maintain accounting books and records in accordance with Generally Accepted Government Auditing Standards (GAGAS). CONTRACTOR agrees that the COUNTY, the State of California 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. CONTRACTOR agrees to maintain such records for possible audit for minimum of five (5) years from the expiration date of this Agreement. CONTRACTOR 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, CONTRACTOR 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. CONTRACTOR shall notify the COUNTY of the auditor's name and address immediately after the selection has been made. The contract for audit shall include a clause which permits access by the COUNTY and State to the auditor's working papers.
- C. CONTRACTOR shall comply with the audit requirements contained in 2 CFR Part 200 Subpart F.

8. Monitoring Grant Activities

- A. COUNTY may monitor the CONTRACTOR activities to ensure compliance with federal and State CCP requirements. An onsite monitoring visit of CONTRACTOR 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 CONTRACTOR based on a risk assessment and according to the terms of this Agreement.

The COUNTY shall monitor the performance of CONTRACTOR and the Agreement based on the performance measures used by the CCP Program and for compliance with Welfare and Institutions Code sections 18999-18999.6; California Department of Social Services All County Letters, including ACL 19-104; California Department of Health Care Services All County Welfare Directors' Letters; Housing First requirements as enumerated in Welfare and Institutions Code sections 8255 et seq. and further outlined in ACL 19-114; evidence-based practices in homeless assistance and homelessness prevention; benefits advocacy guidelines issued by CCP Program guidance; and, the duties of appointed representatives issued by the Social Security Administration, including Rules of Conduct and Standards of Responsibility for Representatives, which can be found at 20 C.F.R. section 404.1740 and section 416.1540.

- C. If it is determined that CONTRACTOR falsified any certification, application information, financial, or contract report, the CONTRACTOR shall be required to reimburse to COUNTY the full amount

of all payments made to CONTRACTOR by COUNTY, and may be prohibited from any further participation in the CCP Program.

- D. As requested by the COUNTY, the CONTRACTOR shall submit to the COUNTY all CCP monitoring documentation necessary to ensure that CONTRACTOR is in continued compliance with State CCP requirements. Such documentation requirements and the submission deadline shall be provided by the COUNTY at the time such information is requested from the CONTRACTOR.

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 CONTRACTOR 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. CONTRACTOR 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

CONTRACTOR 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 CONTRACTOR and the Project.

12. Environmental Requirements

This Agreement is subject to the provisions of the California Environmental Quality Act (CEQA). CONTRACTOR assumes responsibility to fully comply with CEQA's requirements regarding the Agreement. In addition, CONTRACTOR shall comply with the environmental requirements of 24 CFR, § 576.407 subdivision (d). The obligation of funds and incurring of costs is hereby conditioned upon compliance with CEQA, 24 CFR Section 576.407, subdivision (d), and completion by the COUNTY, State and the U.S. Department of Housing and Urban Development of all applicable review and approval requirements.

13. Prevailing Wages

- A. Where funds provided through this Agreement are used for construction work, or in support of construction work, CONTRACTOR shall ensure that the requirements of Chapter 1 (commencing with Section 1720) of Part 7 of the Labor Code (pertaining to the payment of prevailing wages and administered by the California Department of Industrial Relations) are met.

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

14. Eligible Activities

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

15. Core Practices

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

16. Core Components of Housing First

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

17. Reporting and Recordkeeping

- A. By July 30, 2025, CONTRACTOR shall submit a final Annual Performance Report to the COUNTY. In accordance with CCP reporting requirements, such final Annual Performance Report shall include, but not be limited to, beneficiary data including performance measurements set forth in this Agreement.
- B. For each quarter during the Term, CONTRACTOR shall provide COUNTY with a Quarterly Status Report, in the form attached hereto as Exhibit D, on or before the twentieth day of each July, October, January, and April during the Term, setting forth its activities for the previous quarter. Further, should the State require additional reports, CONTRACTOR agrees to submit such reports in a timely fashion in a manner and format approved by the COUNTY and State. CONTRACTOR shall submit to COUNTY a close-out-of-grant report within twenty (20) days after the end of the reporting period. . Further, should the State require additional reports, CONTRACTOR agrees to submit such reports in a timely fashion in a manner and format approved by the COUNTY and State.
- C. CONTRACTOR shall manage and maintain all client data information using a Homeless Management Information System (HMIS) or a COUNTY-approved comparable data system (defined as a separate data system that collects required HMIS and CCP data elements and complies with HUD Data and Technical Standards). CONTRACTOR shall collect all program data elements using the HMIS and comply with all reporting requirements.
- D. CONTRACTOR shall maintain all fiscal, Project, and program records pertaining to the Agreement for no less than a period of five (5) years from the date of expiration of the Agreement.
- E. CONTRACTOR shall submit required reports on forms approved by the COUNTY.