

SUBRECIPIENT AGREEMENT

BETWEEN

COUNTY OF SANTA BARBARA

AND

Good Samaritan Shelter

Personal Property Storage

**Federal 2021 American Rescue Plan Act (ARPA) - Coronavirus State and Local Fiscal Recovery Funds
21.027**

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 Good Samaritan Shelter (the “SUBRECIPIENT”), a California nonprofit public benefit corporation, whose address is 400 W. Park Avenue, Santa Maria, CA 93456.

WITNESSETH THAT:

WHEREAS, On March 11, 2021, the American Rescue Plan Act (“ARPA”) was signed into law, and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund, which together make up the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) program, which is intended to provide support to State, territorial, local, and Tribal governments in responding to the economic and public health impacts of COVID-19 and in their efforts to contain impacts on their communities, residents, and businesses; and

WHEREAS, U.S. Treasury Coronavirus State and Local Fiscal Recovery Funds Compliance and Reporting Guidance designates expenditure categories including Category 3 (Services to Disproportionately Impacted Communities) and Sub-Category 3.11 (Housing Support: Services for Unhoused Persons); and

WHEREAS, COUNTY has selected qualified providers, in accordance with federal regulations, including, but not limited to, Title 2 of the Code of Federal Regulations (CFR) Part 200, entitled, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”; and

WHEREAS, SUBRECIPIENT represents that it is specially trained, skilled, experienced, and competent to perform the services required by COUNTY and COUNTY desires to retain the services of SUBRECIPIENT pursuant to the terms, covenants, and conditions herein set forth; and

WHEREAS, SUBRECIPIENT agrees, and has the organizational capacity, to meet reporting and compliance responsibilities relating to ARPA and the SLFRF as defined by guidance and policy set forth by the U.S. Department of the Treasury; and

WHEREAS, this Agreement outlines ARPA specifications; and

WHEREAS, Good Samaritan Shelter is a SUBRECIPIENT, and its Federal Award Identification Information is attached hereto and incorporated herein as Exhibit H.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereto agree as follows:

I. SCOPE OF SERVICES

A. General

All services (“Services” or “services”) described in the Scope of Services attached hereto and incorporated herein as Exhibit A (“Scope of Services”) shall be performed in Santa Barbara County under the supervision of SUBRECIPIENT’s Executive Director, who shall ensure that the SUBRECIPIENT’s staff and contractors providing the Services are competent to perform the services and duly licensed to the extent required by Applicable Law (defined below).

B. Services

1. Eligible Costs

Only costs incurred to administer the Services are eligible for reimbursement and are included in the Budget attached hereto and incorporated as Exhibit B (“Budget”). Activities funded under ARPA are limited to the following program components and eligible activities, as set forth in U.S. Treasury Coronavirus State and Local Fiscal Recovery Funds Compliance and Reporting Guidance-designated expenditure categories, including Category 3 (Services to Disproportionately Impacted Communities) and Sub-Category 3.11 (Housing Support: Services for Unhoused Persons) and in accordance with federal regulations, including, but not limited to, Title 2 of the Code of Federal Regulations (CFR) Part 200, entitled, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”.

2. Services to be Provided

The SUBRECIPIENT shall be responsible for providing the services as set forth in the Scope of Services in a manner satisfactory to the COUNTY and consistent with all applicable federal, state, and local governmental laws, regulations, ordinances, orders, rules, directives, circulars, bulletins, notices, guidelines (collectively, “Applicable Law”), including, but not limited to, all federal requirements and standards required as a condition of receiving SLFRF funds. All of the Services shall be performed by SUBRECIPIENT or under SUBRECIPIENT’s supervision. SUBRECIPIENT represents that it possesses the professional and technical skills required to perform the Services. SUBRECIPIENT and its contractors and subcontractors shall perform all Services in a professional and competent manner, and with the reasonable and customary level of care provided by practitioners of such party’s profession performing such work in the State of California. All Services shall be performed by qualified and experienced personnel who are not employed by COUNTY. SUBRECIPIENT represents and warrants that the Services to be performed shall conform to the requirements of this Agreement, all Applicable Law, and the highest professional standards.

SUBRECIPIENT represents and warrants to COUNTY that it and its contractors and subcontractors have, shall obtain, and shall keep in full force and effect at all times during the Term (defined below), at their sole cost and expense, all licenses, permits, qualifications, insurance and approvals of whatsoever nature that are required under Applicable Law to practice their respective professions and to perform the Services. All Services shall be performed in a manner consistent with the requirements of Housing First as set forth in Welfare and Institutions Code sections 8255 et seq., and shall include, but not be limited to, use of a homelessness coordinated entry system, Housing First practices, and progressive engagement practices.

C. Staffing

Only the salary and benefits for the positions listed in the Budget in Exhibit B as funded with ARPA funds, 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 COUNTY through an amendment to the Budget. All services shall be performed by SUBRECIPIENT and approved sub-recipients. SUBRECIPIENT represents that it possesses the professional and technical personnel required to perform the services required by this Agreement. SUBRECIPIENT shall perform all services

in a manner commensurate with their own usual and customary standards and with the reasonable and ordinary level of care provided by others performing similar or like work.

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

SUBRECIPIENT represents and warrants to COUNTY that it and its contractors 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 SUBRECIPIENT to practice their professions.

D. Levels of Accomplishment – Goals and Performance Measures

SUBRECIPIENT shall report performance data to COUNTY quarterly, in accordance with Sections VII.B.1, VII.B.2, and VII.C of this Agreement, regarding the goals and performance measures set forth in Exhibit A, and collected in the Homeless Management Information System.

E. Performance Monitoring

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

F. COUNTY Recognition

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

II. TERM

A. Time of Performance

The term of this Agreement shall begin on August 30, 2023 ("Operating Start Date"), and shall terminate on June 30, 2024, unless earlier terminated in accordance with the provisions of this Agreement or there are insufficient ARPA funds available for any reason ("Term"). All Services to be performed hereunder and set out in the Scope of Services may commence on the Operating Start date and shall terminate on June 30, 2024. Any funds not expended by June 30, 2024, will no longer be available to the SUBRECIPIENT and shall be returned to the COUNTY.

B. Close-outs

SUBRECIPIENT's obligations to COUNTY shall not end until all close-out requirements are completed, including, but not limited to: receipt of final payments from COUNTY under this Agreement, disposing of program assets (including the return of all unused materials, equipment, and accounts receivable to COUNTY), and determining the custodianship of records. Notwithstanding the foregoing, the terms of

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

III. BUDGET

The Budget for SUBRECIPIENT's services specifying ARPA-funded line items shall be as set forth in Exhibit B to this Agreement. COUNTY may require a more detailed budget breakdown than the one contained herein, and SUBRECIPIENT shall provide such supplementary budget information within one (1) week of COUNTY's request and in the form and content prescribed by COUNTY. All amendments to the Budget require prior written approval by both COUNTY and SUBRECIPIENT in accordance with Section VI.E.

SUBRECIPIENT represents that the Budget includes only allowable costs and an accurate analysis of costs acceptable under the federal ARPA program guidelines, and pursuant to 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and all subparts and appendices, as applicable. Budget line-items shall be in sufficient detail to provide a sound basis for COUNTY to effectively monitor SUBRECIPIENT's performance under this Agreement.

SUBRECIPIENT further agrees to utilize ARPA 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 \$50,000 ("Maximum Contract Amount"). Drawdowns for the reimbursement of eligible expenses may only be made in accordance with the Budget line items. No less than once per quarter, SUBRECIPIENT may request reimbursement for eligible expenditures hereunder. SUBRECIPIENT shall submit a completed Expenditure Summary and Payment Request ("ESPR") together with proper support documentation for Services described in Sections I.A and I.B and Exhibit A, and staff salaries and benefits described in Section I.C, and performance data required pursuant to 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 set forth in the Budget. The itemized costs specified in each ESPR shall be of sufficient detail to provide a sound basis for COUNTY to effectively monitor costs under this Agreement. COUNTY shall review each ESPR and shall reimburse SUBRECIPIENT for allowable costs within thirty (30) days after receiving SUBRECIPIENT's complete and correct ESPR; provided, however, that SUBRECIPIENT must deliver all ESPRs to COUNTY no later than July 20, 2024. COUNTY's payments to SUBRECIPIENT are contingent upon certification of SUBRECIPIENT's financial management system in accordance with the standards specified in 2 CFR Part 200 and the Certification of Standards for Financial Management Systems attached hereto as Exhibit F.

V. NOTICES

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

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

COUNTY

Kimberlee Albers, Homelessness Assistance
Program Manager
County of Santa Barbara
Community Services Department
Housing and Community Development Division
123 E. Anapamu St., Second Floor
Santa Barbara, CA 93101
Fax: (805) 560-1091

SUBRECIPIENT

Sylvia Barnard, Executive Director
Good Samaritan Shelter
400 W. Park Ave.
Santa Maria, CA 93458
805-346-8185
866-653-0813

VI. GENERAL CONDITIONS

A. General Compliance

SUBRECIPIENT agrees to comply with the requirements of ARPA, U.S. Treasury Coronavirus State and Local Fiscal Recovery Funds Compliance and Reporting Guidance, and federal regulations, including, but not limited to, Title 2 of the Code of Federal Regulations (CFR) Part 200, entitled, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards". In addition, SUBRECIPIENT agrees to comply with the Federal Terms and Conditions attached hereto and incorporated herein as Exhibit E. SUBRECIPIENT also agrees to comply with grant agreements, assurances in applications, notices of award, and all other applicable federal, state, and local laws, regulations, ordinances, orders, rules, guidelines, directives, circulars, bulletins, notices, and policies governing the ARPA funds provided under this Agreement. The judgment of any court of competent jurisdiction, or the admission of SUBRECIPIENT in any action or proceeding against SUBRECIPIENT, whether COUNTY is a party thereto or not, that SUBRECIPIENT has violated any such law, regulation, ordinance, or order, shall be conclusive of that fact as between SUBRECIPIENT and COUNTY. SUBRECIPIENT shall be responsible for providing services in a manner consistent with all federal and state requirements and standards required as a condition of receiving and expending ARPA funds provided under this Agreement.

1. SUBRECIPIENT agrees to comply with the requirements of ARPA, regulations adopted by Treasury pursuant to the Act, and guidance issued by Treasury regarding the foregoing. SUBRECIPIENT also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and SUBRECIPIENT shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this Agreement.
2. Federal regulations applicable to this Agreement include, without limitation, the following:
 - a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Agreement and subject to such exceptions as may be otherwise provided by Treasury, including, but not limited to:
 - i. 2 CFR 200.216 "Prohibition on certain telecommunications and video surveillance services or equipment"
 - ii. 2 CFR 200.322 "Domestic preferences for procurements"
 - iii. 2 CFR 200.323 "Procurement of recovered materials"
 - iv. Subpart F – Audit Requirements.
 - b. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25, is hereby incorporated by reference.
 - c. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2.C.F.R. Part 170 is hereby incorporated by reference.

- d. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirements for all covered transactions (agreements and subrecipients described in 2 C.F.R. Part 180, subpart B) that any award of ARPA funds is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - e. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in Appendix XII to 2 C.F.R. Part 200 is hereby incorporated by reference.
 - f. Governmentwide Requirements for Drug-Free Workplace (Financial Assistance), 31 C.F.R. Part 20.
 - g. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - h. Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970 (42 U.S.C. Sections 4601-4655) and implementing regulations.
 - i. Generally applicable federal environmental laws and regulations.
3. Statutes and regulations prohibiting discrimination applicable to this Agreement, include without limitation, the following:
 - a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. Sections 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin in programs or activities receiving federal financial assistance;
 - b. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. Sections 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), which prohibits discrimination on the basis of disability in any program or activity receiving federal financial assistance;
 - d. The Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - e. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. Sections 12131 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
 4. In the event of SUBRECIPIENT's noncompliance with ARPA, other Applicable Laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. Section 200.339. In the case of a violation of ARPA regarding the use of funds, previous payments shall be subject to recoupment as provided by ARPA.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. SUBRECIPIENT shall at all times remain an independent contractor with respect to services to be performed under this Agreement. COUNTY shall not be responsible for paying any taxes on SUBRECIPIENT's behalf, and should COUNTY be required to do so by federal, state, or local taxing agencies, SUBRECIPIENT agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty if any. These taxes shall include, but not be limited to, the following: Federal Insurance Contributions Act

(FICA) tax, unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance. In addition, SUBRECIPIENT understands and acknowledges that neither it nor its employees 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 F.

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 F.

E. Changes or Amendments

F. Except as otherwise specifically set forth in this Section VI.E, changes to this Agreement may only be made through a written amendment to this Agreement executed by COUNTY and SUBRECIPIENT. COUNTY and SUBRECIPIENT may amend this Agreement at any time, provided that such amendments make specific reference to this Agreement, are executed in writing, and signed by a duly authorized representative of each party. No amendment shall invalidate any parts of this Agreement that are not changed by such amendment, nor relieve or release COUNTY or SUBRECIPIENT from party's obligations under this Agreement that are not changed by such amendment. SUBRECIPIENT agrees to not unreasonably withhold its approval of any amendment(s) 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.

All amendments to this Agreement must be approved by the Board of Supervisors and executed by the Chair of the Board, except that the Director of CSD or his designee ("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 ARPA 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 are eligible pursuant to the ARPA guidelines and all other Applicable Law, and (iii) in no event shall the Maximum Contract Amount be increased to an amount in excess of the amount of the ARPA funds available to the COUNTY.
2. Changes to, additions, or deletions of line items set forth in the Budget, provided that (i) such line item changes do not result in any increase in the Maximum Contract Amount beyond the limitations set forth in Section VI.E.1, above, and (ii) all line items in the Budget as so amended, and all expenditures under this Agreement, must be eligible pursuant to the ARPA guidelines and all other Applicable Law, including, but not limited to, Chapter 6 (commencing with Section 50216) of Part 1 of Division 31 of the Health and Safety Code, the July 5, 2023 ARPA NOFA, and all other Applicable Laws. In no event shall an amendment be made pursuant to this Section VI.E that will result in material change to the Scope of Services attached hereto as Exhibit A.

3. 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, or available funding amounts.

G. Suspension or Termination

In accordance with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, COUNTY may suspend or terminate this Agreement if SUBRECIPIENT fails to comply with the terms of this Agreement, or any federal or State Regulations, including, but not limited to, grant agreements, assurances in applications, and notices of award, or in the event of any of the following:

- Failure to comply with any of the laws, rules, regulations, ordinances, provisions, orders, guidelines, policies, circulars, bulletins, notices or directives referred to herein, or as may become applicable at any time;
- Failure, for any reason, of SUBRECIPIENT to fulfill its obligations under this Agreement;
- Ineffective or improper use of ARPA 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 SUBRECIPIENT, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of SUBRECIPIENT to fulfill the obligations herein.

- a. **For Convenience.** In accordance with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, this Agreement may be terminated for convenience by COUNTY. This Agreement may also be terminated with the consent of SUBRECIPIENT.
- 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 shall 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 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. 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 hereunder. The date of termination shall be the date the notice is given by COUNTY, unless such notice directs otherwise.

2. Termination by SUBRECIPIENT

In accordance with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, this Agreement may be terminated by SUBRECIPIENT, upon written notification to COUNTY, setting forth the reasons for such termination, the effective termination date, and in the case of partial termination, the portion to be terminated; provided,

however, that in the case of a partial termination, if COUNTY determines that the remaining portion of the Agreement will not accomplish the purposes for which this Agreement was made, COUNTY may terminate this Agreement in its entirety.

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

H. Enforcement of ARPA Requirements

SUBRECIPIENT acknowledges that the Federal government will review the performance of SUBRECIPIENT in carrying out its responsibilities as the recipient of ARPA funds pursuant to Federal law. COUNTY must take actions as prescribed if COUNTY determines that SUBRECIPIENT is not complying with the ARPA Program requirements or this Agreement.

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

SUBRECIPIENT agrees to comply with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

SUBRECIPIENT shall administer its program in conformance with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

3. Indirect Costs

SUBRECIPIENT may charge an indirect cost allocation to its award of funds under this Agreement. SUBRECIPIENT has a negotiated indirect cost rate of 15.50% with the Federal Government.

4. Procurement

SUBRECIPIENT shall comply with the procurement requirements in 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and County Code Chapter 2, Article VI concerning the purchase of services, materials, property, supplies, or equipment and concerning the required maintenance of inventory and records for all services, equipment, and supplies procured with funds provided herein.

5. Travel

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

6. Administrative Requirements

SUBRECIPIENT also agrees to comply with all applicable uniform administrative requirements set forth in 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, with its subparts and appendices. ARPA funds received by SUBRECIPIENT from COUNTY pursuant to this Agreement shall be maintained in an account in a banking or savings and loan institution separate and apart from any other funds of SUBRECIPIENT or of any principal or member of SUBRECIPIENT.

B. Documentation and Record Keeping

1. Records to Be Maintained

SUBRECIPIENT agrees to comply with all reporting obligations established by Treasury, as they relate to this Agreement. SUBRECIPIENT must complete financial, performance, and compliance reporting as required and outlined in Part 2 of the SLFRF Compliance and Reporting Guidance (Guidance), including number of households served. Expenditures may be reported on a cash or accrual basis, as long as the methodology is disclosed and consistently applied. Reporting must be consistent with the definitions pursuant to 2 CFR section 200.1. SUBRECIPIENT must appropriately maintain accounting records for compiling and reporting accurate, compliant financial data in accordance with appropriate accounting standards and principles. In addition, where appropriate, SUBRECIPIENT must establish controls to ensure completion and timely submission of all mandatory and compliance reporting. See Part 2 of the Guidance for a full overview of SUBRECIPIENT's reporting responsibilities.

SUBRECIPIENT agrees to maintain accounting books and records in accordance with Generally Accepted Government Auditing Standards (GAGAS). SUBRECIPIENT further agrees that the Federal government and its designated representatives have the right to review and copy any records and supporting documentation pertaining to the performance of this Agreement. Such records shall include, but not be limited to:

- a. Records establishing that SUBRECIPIENT followed written intake procedures to verify "homeless" status of project participants as defined in 24 C.F.R. Section 578.3;
- b. Records providing a full description of each activity undertaken and the number of instances of service (all services must be documented);
- c. Records required to determine the eligibility of activities;
- d. Records supporting disbursements of ARPA funds for the performance of eligible activities;
- e. Financial records as required by 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; and
- f. Other records necessary to document compliance with applicable requirements.

2. Client Data

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

3. Maintenance of and Access to Records

- a. SUBRECIPIENT shall maintain records and financial documents sufficient to evidence compliance with ARPA, Treasury's regulations implementing ARPA, and guidance regarding the eligible uses of funds.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of SUBRECIPIENT in order to conduct audits or other investigations.
 - c. Records shall be maintained by SUBRECIPIENT for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
 - d. Notwithstanding the above, if there is litigation, claims, demands, audits, negotiations, disputes, or other actions that involve any of the records and that have started before the expiration of the required retention period, then such records must be retained until completion of the actions and final resolution of all issues, or the expiration of the required retention period, whichever occurs later.
4. Ownership of Documents
Each and every report, draft, map, record, plan, document, and other writing produced, prepared, or caused to be produced or prepared by or on behalf of any of SUBRECIPIENT, its officers, employees, agents, representatives, and contractors, in connection with this Agreement (collectively, "Documents") shall be and become the exclusive property of COUNTY, and COUNTY shall have the sole right to use such Documents in its sole discretion without further compensation to SUBRECIPIENT or any other party. SUBRECIPIENT shall, at SUBRECIPIENT's own expense, provide such Documents to COUNTY upon COUNTY'S written request.
5. Disclosure
SUBRECIPIENT understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of COUNTY or SUBRECIPIENT's responsibilities with respect to services provided under this Agreement, may be prohibited under federal or state law unless written consent is obtained from such person receiving services and, in the case of a minor, that of a responsible parent/guardian. COUNTY shall disclose any information required by state or federal law, unless there is an applicable exception.
6. Audits and Inspections
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 Federal entity, if required. SUBRECIPIENT hereby agrees to have an annual program-specific audit conducted by a certified public accounting firm in accordance with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and current COUNTY policy and requirements concerning audits.

As this Agreement exceeds ten thousand dollars (\$10,000.00), SUBRECIPIENT shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under this Agreement (Cal. Govt. Code Section 8546.7). SUBRECIPIENT shall participate in any audits and reviews, whether by COUNTY, the State, or the 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 any other related costs directly to COUNTY as specified by COUNTY in the notification.

SUBRECIPIENT agrees to maintain all records required by or pertinent to this Agreement for possible audit by the State or the Federal government and their designated representatives for the greater of five (5) years or ten (10) years as specified in Section VII.B.3 of this Agreement.

7. Access to Records

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

C. Reports

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

VIII. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

1. Nondiscrimination

During the performance of this Agreement, SUBRECIPIENT and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, and denial of medical and family care leave or pregnancy disability leave. SUBRECIPIENT and subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Government Code sections 12900 et seq.), including, but not limited to, Government Code section 12990 (a-f), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2 section 12005 et seq.). The applicable regulations of the Fair Employment and Housing Council implementing Government Code section 12900 set forth in Subchapter 7 of Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. SUBRECIPIENT and its subcontractors shall give written notice of these obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. In addition, COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the Ordinance were specifically set out herein, and SUBRECIPIENT agrees to comply with said Ordinance.

B. Employment Restrictions

1. 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. No Assignment

SUBRECIPIENT 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 SUBRECIPIENT's rights or obligations hereunder without the prior written consent of the COUNTY thereto in each instance, and any attempt to so assign or transfer without such consent shall be null and void and without legal effect, and shall constitute grounds for immediate termination of this Agreement by COUNTY. The foregoing sentence of this Section VII.D.1. notwithstanding, claims for money due or to become due to the SUBRECIPIENT from the COUNTY under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval, provided that SUBRECIPIENT notifies COUNTY in writing within two (2) business days of any such financial institution assignment.

2. Contracts and Subcontracts

a. Approvals

SUBRECIPIENT shall not enter into any contracts or subcontracts with any agency or individual to perform services under this Agreement, in whole or in part, without the written consent of COUNTY prior to the execution of such agreement. A contractor or subcontractor is not eligible to receive ARPA funds if the contractor is not licensed and in good standing in the State of California or is listed on the Federal Consolidated List of Debarred, Suspended and Ineligible Contractors.

b. Monitoring

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

c. Content

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

d. Selection Process

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

e. Insurance

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

3. Conflicts of Interest

SUBRECIPIENT agrees to abide by and keep records to show compliance with the organizational and individual conflicts of interest provisions of 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and State conflict of interest laws and guidelines, which include, but are not limited to, 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 sections 1090 et seq. 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, applicable conflict of interest provisions of the California Political Reform Act, Government Code sections 87100 et seq.
- e. The provision of any type or amount of ARPA 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 ARPA guidelines and, any other Applicable Law.
- 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 federal funds.

- g. No employee, officer, agent, or consultant of SUBRECIPIENT shall participate in the selection, award, or administration of a contract supported by ARPA 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 ARPA-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 ARPA-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 ARPA-funded activity, or with respect to the proceeds derived from the ARPA-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 the State or Federal government, COUNTY, SUBRECIPIENT, or any designated public agency.

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

4. Lobbying

SUBRECIPIENT hereby certifies that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; and
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. It will require that the language of paragraph d. below be included in agreements for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all contractors and subcontractors shall certify and disclose accordingly.
- d. Lobbying Certification: "This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

- e. Agreements for any subawards shall include the language of paragraphs a, b, c, and d above.

5. Copyright

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

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

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

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

7. Drug-Free Workplace

Certification of Compliance: By signing this Agreement, SUBRECIPIENT and its subcontractors, hereby certify, under penalty of perjury under the laws of the State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code 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 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 the terms of SUBRECIPIENT'S statement as a condition of employment on the Agreement, contract, or subcontract.
8. Child Support Compliance Act
For any SUBRECIPIENT Agreement in excess of \$100,000, the SUBRECIPIENT acknowledges in accordance with Public Contract Code 7110, that:
- a. The SUBRECIPIENT recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited, to disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
 - b. The SUBRECIPIENT, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

IX. ENVIRONMENTAL CONDITIONS

A. Air and Water

SUBRECIPIENT agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

1. Clean Air Act, 42 U.S.C., §§ 7401, *et seq.*, and all regulations and guidelines issued thereunder;
2. Federal Water Pollution Control Act, as amended, 33 U.S.C., §§ 1251, *et seq.*, and all regulations and guidelines issued thereunder; and
3. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973, as amended (42 U.S.C. §§ 4001 *et seq.*), SUBRECIPIENT shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for construction purposes, including rehabilitation.

C. Lead-Based Paint

SUBRECIPIENT agrees to comply with the requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C., §§ 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C.,

§§ 4851-4856), and implementing regulations set forth in 24 CFR Part 35, subparts A, B, H, J, K, M, and R, that apply to all shelters assisted under the Agreement and all housing occupied by program participants. All owners, prospective owners, tenants, and program participants occupying, possessing or using ARPA-assisted housing constructed prior to 1978 are required to be properly notified that such housing may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under age seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted. Exemptions from these requirements are enumerated in 24 CFR Section 35.115.

D. Historic Preservation

SUBRECIPIENT agrees to comply with the historic preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (54 U.S.C., §§ 300101 et seq.), 36 CFR Part 800, and the Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

E. 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.

X. SEVERABILITY

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

XI. SECTION HEADINGS AND SUBHEADINGS

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

XII. WAIVER

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

XIII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the COUNTY and the SUBRECIPIENT with respect to the subject matter hereof, and it supersedes all prior and contemporaneous communications and

proposals, whether electronic, oral, or written between the COUNTY and the SUBRECIPIENT with respect to the subject matter hereof. Each party 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

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

XVII. CALIFORNIA LAW

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

XVIII. EXECUTION OF COUNTERPARTS

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

XIX. AUTHORITY

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

XX. ORDER OR PRECEDENCE

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

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

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the first date fully executed by all of the parties hereto.

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

By: Sheila Guerra
Deputy Clerk

"COUNTY"
COUNTY OF SANTA BARBARA:

By: Das Williams
Das Williams, Chair
Board of Supervisors

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

By: Juan Izquierdo
Deputy Auditor-Controller

By: George Chapjian
George Chapjian
Community Services Director

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

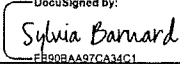
By: Lauren Wideman
Deputy County Counsel

APPROVED AS TO FORM:
GREG MILLIGAN
RISK MANAGEMENT

By: Gregory Milligan
Risk Manager

“SUBRECIPIENT”

Good Samaritan Shelter

DocuSigned by:
By: 
F8B0BA97CA34C1

Sylvia Barnard, Executive Director

EXHIBIT A

Scope of Services

Federal 2021 American Rescue Plan Act (ARPA) Funding

Project Title: ARPA Personal Property Storage
Agreement Amount: \$ 50,000
Time of Performance: August 30, 2023 – June 30, 2024

A. INTRODUCTION

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

B. PROJECT DESCRIPTION

1. Purpose

The purpose of the Agreement is to provide personal property storage to accompany outreach and engagement with a goal of moving persons from unsheltered homelessness into shelter and permanent housing through case management and housing navigation services. Storage, integrated with targeted outreach and engagement, shall operate throughout the County, including cities and unincorporated areas, leading to resolution of the experience of unsheltered homelessness for people residing in encampments, specifically in dangerous and heavily impacted waterways near State rights-of-way (ROW).

The use of ARPA funds is governed by policies set by the U.S. Department of Treasury and the County of Santa Barbara. All activities and expenditures must fall under Category 3 (Services to Disproportionately Impacted Communities) and Sub-Category 3.11 (Housing Support: Services for Unhoused Persons) as outlined in the U.S. Department of Treasury Coronavirus State and Local Fiscal Recovery Funds Compliance and Reporting Guidance, documented by regular reports and invoices.

2. Services

a. General

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

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

As the strategies move forward, increased partnerships and opportunities for collaboration and sustainable funding are necessary to address storage needs. ARPA-funded storage administrators shall work closely with street outreach teams targeting encampments, specifically in dangerous and heavily impacted waterways near State rights-of-way (ROW).

Availability of alternate shelter and storage is essential to consider encampment resolution. When closure/removal is the recommended intervention, it will be critical for all responding parties to be aware and guided by the County's Encampment Response Protocol document.

The provider, selected by the County, shall coordinate storing personal property when a person is being relocated from a site where they have been residing. The provider would ensure that no unsafe or hazardous materials are stored (when removing obstructions and immediate hazards, or when removing encampments). The County has no obligation to store personal property that is reasonably understood to be waste (for example, empty single-use food storage containers), hazardous (for example, a tent with used needles), or is reasonably expected to become a hazard during storage (for example, wet bedding materials). At the time of closure/removal of encampment, the County will make a cart with lock for personal storage available to each person residing in the encampment that has items to store. Items will be packed by the owner, supervised by the selected County provider. The County provider coordinates/executes a storage agreement, including an itemized list of items to be stored. The County provider will maintain itemized lists with signed agreement for each owner, and will coordinate access to and disposal of stored items. A provider-contracted storage bin transportation contractor will relocate the storage cart to a secure site, and the property owner shall be notified how to access property. The selected service provider would be available by appointment only, through a phone number, to provide access to retrieve belongings for up to 90 days. After 90 days, any remaining items would be disposed of. The provider would have written procedures in place and forms releasing County and provider any liability for items stored. The provider assisting persons living unsheltered with personal property storage services will work with the Encampment Response Coordinator.

Program Requirements

In the context of the Coordinated Entry System, outreach is defined as the activity of engaging individuals experiencing homelessness through the process of rapport building with the goal of linking that individual to a *permanent housing resource*. SUBRECIPIENT shall provide personal property storage while conducting outreach/engagement as an ongoing process that involves creativity, flexibility, and establishes a relationship to connect a client to services.

Considerations for storage of personal belongings:

- Identify storage sites/facilities in each region of SB county.
- The storage site will be required to operate as an appointment-only location and will not be available for drop ins to access belongings. Usage agreement shall include: contact information, hours of operation, signatures, title.
- Type of locked containers to be procured (ex: large, Marborg, blue bins with tops)
- Doors of the facility are lockable. A site management/access/lock-up protocol must be developed, included expected hours of operation.
- Limit in terms of volume/size that can be stored by any one individual.
- All individuals who store possessions in the facility will be required to sign a user agreement/waiver that relieves the Contractor and County of liability in the event that their possessions are lost due to fire, theft, natural disaster, etc.
- Successful applicants shall be responsible for the removal and disposal of all belongings that remain on the site after 90 days, and any and all debris that might accumulate at the site as

a result of the operation as a temporary storage facility. Successful applicants will be required to patrol the site and make arrangements to have any debris/items that are left on the outside of the site removed and disposed of within 24 hours.

- Appropriate signage needs to be developed to prevent trespassing and unauthorized dumping on the site.
- Individuals claiming that personal property has been removed from an encampment may contact the contracted provider, who will inform the individual how the property may be recovered. The individual shall describe the personal property with particularity. No identification is required for an individual to recover the property. The log of personal property shall indicate who received the recovered property. A contracted service provider may be available by appointment only, through a phone number, to provide access to retrieve belongings for up to 90 days. After 90 days, any remaining items may be disposed of. Storage and recovery of personal property shall be at no cost to the individual that owns the property.

SUBRECIPIENT shall provide storage paralleling robust outreach and engagement services to connect people experiencing homelessness with shelter and housing opportunities.

SUBRECIPIENT shall be responsible for the following components of ongoing case management and housing navigation services:

- Maintain up-to-date contact information and areas frequented for each person via Fulcrum mapping software and the Homeless Management Information System (HMIS);
- Coordinate, integrate, and leverage resources to maximize impact of services for individuals who are experiencing homelessness;
- Engage individuals and families not yet working with a Coordinated Entry System (CES) Partner Agency, with a primary focus on unsheltered families and individuals;
- Reconnect individuals and families who had previous contact with CES;
- Conduct frequent visits to sites known to have persons experiencing homelessness throughout the County;
- Conduct assessments on eligible persons;
- Record all assessments and subsequent services in the Homeless Management Information System (HMIS). Enter and maintain timely and complete client data;
- Connect or reconnect individuals and families to basic services, including eligible benefits, primary healthcare clinics, and other necessary resources (e.g. food, clothing, and shelter);
- Link to the Coordinated Entry System in order to provide ongoing engagement, document collection, and case management services in order to facilitate a match to an appropriate housing resource.¹

SUBRECIPIENT shall follow the additional COVID-19 guidelines and considerations that may be found at <https://www.cdc.gov/coronavirus/2019-ncov/community/homeless-shelters/unsheltered-homelessness.html>

Coordinated Entry System (CES)

¹ Case Management in the context of the Coordinated Entry System (CES) should be voluntary and client centered, with the goal of identifying strengths and client directed goals, while promoting "health, recognition, and well-being" (USICH, 2016). Case Managers in CES should ultimately focus on linking the client to a permanent housing resource and providing the necessary services needed to promote housing stability

SUBRECIPIENT shall use coordinated entry as a process to quickly identify, assess, refer, and connect individuals, youth including parenting and pregnant youth, and families in crisis to housing and services. SUBRECIPIENT shall serve as access points to the Coordinated Entry System, by having office hours and staff available to conduct assessments and provide referrals. SUBRECIPIENT shall receive referrals for assistance from the Coordinated Entry System, which is intended to prioritize resources for those with the greatest need, match people with the services that are most likely to help them exit homelessness, reduce the time it takes for participants to access services, and ensure that resources are allocated efficiently. SUBRECIPIENT must be integrated within the local CES.

Homeless Management Information Systems

SUBRECIPIENT must participate in the Homeless Management Information Systems (HMIS). The system requires data collection and reporting. The Santa Maria/Santa Barbara Continuum of Care operates with limited data sharing – referred to as an open HMIS system. SUBRECIPIENT shall ensure that program participants sign a release of information (ROI) and provide universal data elements for SUBRECIPIENT to enter into the system. HMIS participating agencies may view these universal data elements even if this data is entered by another agency. If a client does not sign the ROI, data is collected but is not viewable outside the HMIS Lead and agency entering data. SUBRECIPIENT must learn the HMIS requirements, which may be viewed at [HMIS User Central](#). In addition to the standard intake and data standards, SUBRECIPIENT must enter services provided in HMIS. SUBRECIPIENT must include staff time for accurate data entry.

California’s Housing First Policy – Core Practices and Core Components

All services SUBRECIPIENT provides must align with Housing First and the Core Practices described in [Welfare and Institutions Code section 8255](#) and with State and Federal Housing First laws and regulations, and shall operate in a manner consistent with Housing First practices as reflected in the Continuum of Care (CoC) Written Standards referenced below.

Written Standards

The [CoC has set Written Standards for service](#). SUBRECIPIENT must comply with the CoC Written Standards.

CoC Participation

SUBRECIPIENT shall become a member of the CoC. SUBRECIPIENT shall demonstrate a professional interest in or personal commitment to addressing and alleviating the impacts of homelessness on individuals experiencing homelessness, and on the community at large.

COUNTY shall administer, evaluate, and monitor SUBRECIPIENT’s performance of the services under this Agreement to ensure compliance with the core components of Housing First. SUBRECIPIENT shall strive to employ a progressive engagement approach and offer opportunities to increase a household’s income or retain employment. As key steps of COVID-19 recovery and encampment resolution, SUBRECIPIENT is required to:

- Implement COUNTY’s encampment resolution strategy;
- Deploy the Encampment Response Protocol adopted by COUNTY’s Board of Supervisors on August 31, 2021;
- Assist persons experiencing homelessness access services, shelter, and housing; and
- Provide robust outreach and engagement services connecting people experiencing homelessness with shelter and housing opportunities.

SUBRECIPIENT shall designate regional outreach leads to serve on the County's Encampment Response Team, alongside Community Services, Public Health, County Fire, and County Law Enforcement. SUBRECIPIENT shall assess existing encampments reported for health and safety risks, provide education on hazards, and provide linkages to shelter and services. Outreach leads should participate in case conferencing to ensure clients entering CES are matched to the appropriate permanent housing resource. SUBRECIPIENT shall assist COUNTY with responding to resident and local business concerns about encampments and homeless residents living in their neighborhoods or other areas of Santa Barbara County.

Eligible Populations

The minimum eligibility criteria for participants is to meet the definition of homeless cited in 24 CFR 578.3. Housing resources are also prioritized in the CoC through the CES. SUBRECIPIENT shall learn about CES and how it may impact the participants in the project and become familiar with the information that may be found at <http://countyofsb.org/housing/homlessassistance/entry-system.sbc>

b. Federal and State Regulatory Information

County is using the federal regulations below to provide SUBRECIPIENT with guidelines for eligible costs. Eligible costs are governed by ARPA and guided by component type and are further subject to local CoC Written Standards. If an activity is not described as an eligible expense, but is part of assisting households experiencing homelessness obtain and maintain permanent housing and California's Housing First Policy, SUBRECIPIENT must obtain express written consent from County prior to use of program funds.

The use of ARPA funds is governed by policies set by the U.S. Department of Treasury and the County of Santa Barbara. All activities and expenditures must fall under Category 3 (Services to Disproportionately Impacted Communities) and Sub-Category 3.11 (Housing Support: Services for Unhoused Persons) as outlined in the U.S. Department of Treasury Coronavirus State and Local Fiscal Recovery Funds Compliance and Reporting Guidance, documented by regular reports and invoices.

Activities and costs are guided by Street Outreach (24 CFR 576.101) and Housing Location/Stabilization Services (24 CFR 576.105). As this funding is governed by ARPA, costs must be associated with activities principal to COVID-19 recovery, focused on moving unsheltered persons into permanent housing placements.

SUBRECIPIENT shall provide and shall only be reimbursed for providing essential street outreach services to unsheltered homeless people as set forth in Federal and State Regulatory Information. Specifically, the Street Outreach services include delivery of homeless outreach services for the purpose of linking persons experiencing unsheltered homelessness to a safe residential option. The focus of services is to prevent, prepare for, and respond to coronavirus among individuals and families who are experiencing homelessness, emphasizing housing placement. In addition to COVID-19 mitigation, these services shall include supportive services, linkage to needed resources, and housing navigation, operating countywide. Geographic locations of focus shall be determined by County staff based on community impacts. SUBRECIPIENT shall provide countywide street outreach, with mobile teams of outreach workers who shall engage unsheltered homeless community members, and shall provide essential services necessary to reach out to unsheltered homeless people; connect them with

emergency shelter, housing, and critical services; and, provide urgent, nonfacility-based care to unsheltered homeless people who are unwilling or unable to access emergency shelter, housing, or an appropriate health facility. Essential services include engagement, case management, emergency health and mental health services, transportation, and services for special populations, including housing relocation and stabilization services, as well as data contributions to the HMIS designated by the Continuum of Care for the area.

3. Levels of Accomplishment

The County's Encampment Response Protocol includes storage of personal property removed from an encampment, and may be part of encampment site clean-up:

The party(ies) removing the camp, designated by the County, shall offer to store personal property (when removing obstructions and immediate hazards, or when removing encampments). The County has no obligation to store personal property that is reasonably understood to be waste (for example, empty single-use food storage containers), hazardous (for example, a needle-strewn tent), or is reasonably expected to become a hazard during storage (for example, wet bedding materials). At the time of closure/removal of encampment, the County will make a cart with lock for personal storage available to each person residing in the encampment. Items will be packed by the owner, supervised by the County contractor. The contractor will relocate the storage cart to a secure site, and the property owner shall be notified how to access property. A contracted service provider would be available by appointment only, through a phone number, to provide access to retrieve belongings for up to 90 days. After 90 days, any remaining items would be disposed of.

Encampment Response Coordinator shall identify the site and the date of the encampment removal on a County web page. The notice posted on the webpage shall identify: (1) the dates personal property was removed from the site; (2) if the personal property was stored; and (3) how the stored personal property may be claimed by its owner. This notice shall not be removed by the County for a minimum of 10 days. The County shall maintain a log of personal property removed from an encampment. Personal property that is not recovered after 90 days from and including the day the property was stored may be discarded or donated by the County.

The County/contracted vendor may remove and dispose of personal property that is reasonably understood to be waste (for example, empty single-use food storage containers), hazardous (for example, a needle-strewn tent), or is reasonably expected to become a hazard during storage (for example, wet bedding materials).

SUBRECIPIENT will provide storage options for residents of the encampments to support their transition into interim and/or permanent housing. SUBRECIPIENT has a storage policy that will provide the opportunity for clients to have access to their stored items and a time limit on how long items will be stored.

C. DATA COLLECTION AND REPORTING

1. General

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

2. Report Schedule

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

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

3. Report Content

Status Reports must contain the following:

- a. Persons Served List (PSL) with secure client level-data for quarterly reporting;
- b. ARPA Annual Performance Report (APR) Subrecipient Report generated from the Santa Barbara County Homeless Management Information System (HMIS);
- c. Data on goals and permanent measures as set forth in Section B.3, above;
- d. Data on funding received for the Project from all sources; and
- e. Signature of SUBRECIPIENT's Executive Director or his or her designee attesting to the accuracy of the information submitted.

See Exhibit D for a Status Report sample.

EXHIBIT B

Budget and Payment Procedures

Project Title: ARPA Personal Property Storage
Agreement Amount: \$ 50,000
Time of Performance: August 30, 2023 – June 30, 2024

A. INTRODUCTION

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

B. BUDGET

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

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

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

C. PAYMENT REQUESTS

Payment request must include the following:

1. Expenditure Summary and Payment Request (ESPR) form, a sample of which is found on Exhibit C, containing an itemized list of expenditures for which reimbursement is requested from ARPA. Adequate documentation of all eligible expenditures must be included in each reimbursement request.
2. Supporting documentation:
 - Third-party invoices or receipts
 - Copies of cancelled checks
 - Payroll registers and time and activity sheets
 - Copies of leases and rent comparability documentation for financial and rental assistance requests
 - Procurement support documentation

Attachment B-1



CA Encampment Resolution Fund - Round 2 (CERF-2) & Federal 2021 American Rescue Plan Act (ARPA)

Project Budget - Revenues

Project Title Encampment Response Outreach Program
 Applicant Name Good Samaritan Shelter

Budget Term: August 30, 2023 - December 31, 2025
 *CERF-2: 50% must be expended by June 30, 2024; ARPA:
 AWARD 100% must be expended by June 30, 2024

This Application - Component	Requested Amount
Street Outreach Personnel	\$ 2,379,375.00
System/Data Support Personnel (HMIS, Mapping Software, Reporting)	\$ 101,250.00
Outreach & Engagement Flexible Funds	\$ 30,000.00
Permanent Housing Flexible Funds	\$ 220,000.00
Project Implementation: phones, transportation, supplies/equipment, office space	\$ 154,000.00
Administrative Costs	\$ 132,062.50
Storage *Budget Term: August 30, 2023 - June 30, 2024	\$ 50,000.00
TOTAL	\$ 3,066,687.50

Revenue and Expense budgets should reflect the *entire program budget* for the specific project for which CERF-2 & ARPA funds were awarded. Total Revenue and Expenses should match.

Please specify the source of "Other Federal Funds".

Revenue

Source	Total Program Budget	CERF-2 & ARPA Funds	Other
CERF-2 & ARPA (This grant)	\$ 3,066,688	\$ 3,066,688	
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>)			
Total Revenue	\$ 3,066,688	\$ 3,066,688	

Attachment B-2



**CA Encampment Resolution Fund - Round 2 (CERF-2)
& Federal 2021 American Rescue Plan Act (ARPA)**

Project Budget - Expenses

Project Title Encampment Response Outreach Program
 Applicant Name Good Samaritan Shelter

Budget Term: August 30, 2023 - December 31, 2025
 CERF-2: 50% must be expended by June 30, 2024
 ARPA: 100% must be expended by June 30, 2024

Expense	Total Program Budget	CERF-2	ARPA	Other Funding Sources
Total Labor Budget: not to exceed \$2,480,625	\$ 2,480,625	\$ 2,480,625	\$ -	\$ -
Supervisor/Team Lead 1.5 FTE @ \$ 70,720	\$ 228,722	\$ 228,722		
Outreach Case Manager and Housing Navigator 3.0 FTE @ \$ 58,240	\$ 376,719	\$ 376,719		
Medical Case Manager 1.0 FTE @ \$ 72,800	\$ 156,966	\$ 156,966		
Mental Health Practitioner 3.0 FTE @ \$ 81,120	\$ 524,715	\$ 524,715		
Certified Substance Use Disorder Specialist 3.0 FTE @ \$ 58,240	\$ 376,719	\$ 376,719		
Medical Coordinator 0.25 FTE @ \$ 70,720	\$ 38,120	\$ 38,120		
Housing Locator/Landlord Liaison 2.0 FTE @ \$ 58,240	\$ 251,146	\$ 251,146		
Data Analyst (HMIS, Mapping Software, Reporting) .25 FTE @ \$ 58,240	\$ 31,393	\$ 31,393		
Employee Benefits and Payroll Taxes 25% (includes Workers Comp)	\$ 496,125	\$ 496,125		
Total Client Services and Direct Assistance Budget: not to exceed \$300,000	\$ 300,000	\$ 250,000	\$ 50,000	\$ -
Outreach & Engagement Flexible Funds (ex: meals, blankets, clothes, or toiletries; see CFRs and guidance in NOFA) *must be clearly linked to enrollment	\$ 30,000	\$ 30,000		
Permanent Housing Flexible Funds (ex: Landlord Incentives, Security Deposits, Utilities, IDs; see CFRs and guidance in NOFA) *must be clearly linked to a pathway to a permanent	\$ 220,000	\$ 220,000		
Storage (Budget Term: August 30, 2023 - June 30, 2024)	\$ 50,000	\$ -	\$ 50,000	
Total Program Implementation Budget: not to exceed \$154,000	\$ 154,000	\$ 154,000	\$ -	\$ -
Cellphones/Telephones for SO staff	\$ 11,520	\$ 11,520		
Transportation	\$ 36,000	\$ 36,000		
Supplies/Equipment	\$ 28,480	\$ 28,480		
Insurance	\$ 18,000	\$ 18,000		
Office Space/Operations	\$ 60,000	\$ 60,000		
	\$ -			
Other (specify below)	\$ 132,063	\$ 132,063	\$ -	\$ -
	\$ -			
Administrative Costs (not to exceed \$132,062.50)	\$ 132,063	\$ 132,063		
Total Expenses	\$ 3,066,688	\$ 3,016,688	\$ 50,000	\$ -

Budget Narrative (Required) Discuss each line item.

Supervisor/Team Lead (1.5 FTE) - The supervisor/team lead plays a crucial role in overseeing the program's implementation and managing the team, this includes clinical supervision.
Outreach Case Manager and Housing Navigator (3.0 FTE) - These professionals work directly in the field with clients helping them access housing and other necessary resources.
Medical Case Manager (1.0 FTE) - The medical case manager ensures that clients receive appropriate medical assistance and support and will be a LBN.
Mental Health Practitioner (3.0 FTE) - Mental health practitioners provide vital mental health services to our clients.
Certified Substance Use Disorder Specialist (3.0 FTE) - These specialists help clients dealing with substance use disorders, providing counseling, referrals, and support.
Medical Coordinator (0.25 FTE) - The medical coordinator will help clients coordinate with medical providers and assist with appointments and aftercare.
Housing Locator/Landlord Liaison (2.0 FTE) - Housing locators find suitable housing options for clients, and liaisons to landlords once placement occurs.
Data Analyst (HMIS, Mapping Software, Reporting) (0.25 FTE) - The data analyst plays a crucial role in analyzing program data and reporting outcomes.
Employee Benefits and Payroll Taxes (25%) - These funds have been allocated to cover employee benefits and payroll taxes, including workers' compensation.
Outreach & Engagement Flexible Funds - These funds will be utilized to provide essential items such as meals, blankets, clothes, and toiletries to clients during their engagement with the program.
Permanent Housing Flexible Funds - To support clients in securing stable housing by providing landlord incentives, security deposits, utilities, and identification documents.
Storage - To cater to the storage needs of clients during their transition.
Cellphones/Telephones for SO Staff - We have allocated \$11,520 for providing cellphones and telephones to staff members, facilitating communication and client support.
Transportation - Ensuring that our staff can travel to various locations to assist clients, we have budgeted for 2 leased vehicles.
Supplies/Equipment - This budget of \$28,480 will be used to purchase necessary supplies and equipment needed to provide quality services such as laptops, hot spots, and office supplies.
Insurance - This is to cover insurance costs related to the rented office space and leased vehicles.
Office Space/Operations - We have budgeted for one main office located in Santa Maria where the majority of the staff will work out of and could provide services.
Administrative Costs - To support administrative costs incurred from the program.

Attachment B-3

**Attachment to Subrecipient Agreement between
County of Santa Barbara
and
Good Samaritan Shelter
Street Outreach | Federal 2021 American Rescue Plan Act (ARPA) (21.027)**

The Federal Funding Accountability and Transparency Act (FFATA) requires the Office of Management and Budget (OMB) to maintain a single, searchable website that contains information on all Federal spending awards. In connection with FFATA, Santa Barbara County Housing and Community Development requires all agencies that meet the following thresholds to report:

DUNS Number 023282457

If your agency or organization:

1. Had a gross income, from all sources, over \$200,000 in Agency’s previous tax year, or
2. Receives more than 80% of annual gross revenues from the Federal government and those revenues are greater than \$25 million annually, and
3. Is receiving an award of \$25,000 or more through this grant, and
4. Compensation information of your five top senior executives is not available to the general public;

Then you must provide the total compensation and names of your top five executives below.

1)	_____	_____
	Name	Annual Salary
2)	_____	_____
	Name	Annual Salary
3)	_____	_____
	Name	Annual Salary
4)	_____	_____
	Name	Annual Salary
5)	_____	_____
	Name	Annual Salary

Please check this box if you do not meet any of the thresholds noted above.

I certify that the information reported in this form is in compliance with the False Claims Act (U.S. Code Collection, title 31, Subtitle III, Chapter 37, Subchapter III, §§ 3729). I understand that any person who knowingly makes a false or fraudulent claim for payment or approval, may be liable to the United States Government for a civil penalty of not less than \$5,000 and not more than \$10,000 plus three (3) times the amount of damages which the Government sustains.

Signature: _____

Date: _____

Title: _____

Exhibit C

EXPENDITURE SUMMARY AND PAYMENT REQUEST (ESPR)						
American Rescue Plan Act (ARPA) Program						
County of Santa Barbara Community Services Department						
Agency Name: <u>Good Samaritan Shelter</u>		DUNS #: _____		ESPR Request #: _____		Date Submitted: _____
Project Name: <u>Street Outreach</u>				Report Period:		
Address: <u>400 W. Park Avenue, Santa Maria, CA 93456</u>				<input type="checkbox"/> Aug 30-Sep 30,		
Contact Person: <u>Sylvia Barnard</u>		Title: <u>Executive Director</u>		<input type="checkbox"/> Oct 1-Dec 31,		
Email Address: <u>goodsamshelter@gmail.com</u>		Phone #: _____		<input type="checkbox"/> Jan 1-Mar 31,		
				<input type="checkbox"/> Apr 1-Jun 30,		
Submit completed ESPR and required documentation to:						
Staff Person: <u>Lucille Boss</u>		Title: <u>Encampment Response Coordinator</u>		PO/Contract #: _____		
Email Address: <u>lboss@countyofsb.org</u>		Phone #: _____		HCD Project #: _____		
Grant Budget and Expenditures						
Activity ID	Program Component	Activity	Budget	Previous Drawdowns	Requested Drawdown	New Available Balance
	ARPA - Encampment Resolution Strategy	Storage	\$ 50,000.00	\$ -	\$ -	\$ 50,000.00
TOTAL			\$ 50,000.00	\$ -	\$ -	\$ 50,000.00
<input type="checkbox"/> 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 _____		Name _____		Title _____
Signature _____		Date _____		Signature _____		Date _____

Exhibit D



Quarterly Status Report

County of Santa Barbara
Community Services Department

Instructions: Submit this status report to Lucille Boss by email to lboss@countyofsb.org.

- Quarter 1**
 August 30-, 2023 – September 30, 2023
 Quarter 2
 October 1, 2023 – December 31, 2023
 Quarter 3
 January 1, 2024 – March 31, 2024
 Quarter 4
 April 1, 2024 – June 30, 2024

Agency Good Samaritan Shelter Contact Person Sylvia Barnard
 Project Street Outreach Phone Number _____
 Contract # _____ Email Address goodsamsheiter@gmail.com

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

Narrative (Attach additional pages, as needed)

- 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.
- Describe the alignment between ARPA funded activities and "Housing First" principles.

3. Race & Ethnicity Data

	Quarter	Program-to-Date
	Total	Total
RACE		
White		
Black/African American		
Asian		
American Indian/Alaskan Native		
Native Hawaiian/Other Pacific Islander		
American Indian/Alaskan Native & White		
Asian & White		
Black/African American & White		

EXHIBIT E Federal Terms and Conditions

This Project is being assisted by the United States of America. The following Federal provisions must be included into all contracts pursuant to the provisions applicable to such Federal assistance. During the performance of the Agreement, the Subrecipient must agree to comply with all applicable Federal laws and regulations, including, but not limited to, each of the following:

A. Equal Opportunity

During the performance of this Agreement, the Subrecipient agrees as follows:

1. The Subrecipient will comply with Executive Order 11246 of September 24, 1965 entitled Equal Employment Opportunity as amended by Executive Order 11375 of October 1967 as supplemented in Department of Labor regulations (41 CFR chapter 60).
2. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Subrecipient will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion, transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the County of Santa Barbara setting forth the provisions of this nondiscrimination clause.
3. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, sex, or national origin.
4. The Subrecipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Subrecipients commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Subrecipients will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Subrecipients noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be cancelled, terminated or suspended in whole or in part and the subrecipient may be declared ineligible for further Government contracts or agreements in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked

as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Subrecipient will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subrecipient will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however,* that in the event the Subrecipient becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Subrecipient may request the United States to enter into such litigation to protect the interests of the United States.
8. The Subrecipient shall file, and shall cause each of his subcontractors to file, Compliance Reports with the contracting agency or the Secretary of Labor as may be directed. Compliance Reports shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the Subrecipient and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.
9. Bidders or prospective Subrecipient or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order, or any preceding similar Executive order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance Reports prior to or as an initial part of their bid or negotiation of a contract.
10. Whenever the Subrecipient or subcontractor has a collective bargaining agreement or other Contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the Compliance Report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor may prescribe: *Provided,* That to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the Subrecipient, the Subrecipient shall so certify to the Secretary of Labor as part of its Compliance Report and shall set forth what efforts he has made to obtain such information.
11. The Secretary of Labor may direct that any bidder or prospective Subrecipient or subcontractor shall submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with which the bidder or prospective Subrecipient deals, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the order. In the event that the union, or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the Secretary of Labor may require.

12. The Subrecipient will cause the foregoing provisions to be inserted in all subcontracts for work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

B. Copeland "Anti-Kickback" Act (18 U.S.C. 874)

Subrecipient shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

C. Compliance with Labor Standard Provisions

Subrecipient shall comply with all provisions contained in the form HUD-4010, Federal Labor Standards Provisions, incorporated herein by this reference.

D. Compliance with Sections 103 and 107 of the Contract Work Hours and safety Standards Act (40 U.S.C. 327-330)

Subrecipient will comply with Sections 103 and 107 of the Contract Work Hours and safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). Requires the Subrecipient to insert the clauses set forth in 29 CFR Part 5, construction contracts awarded to grantees and subgrantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers).

E. Requirements and Regulations pertaining to Data and Design

All data and design and engineering work created under this Agreement shall be owned by the County and shall not be subject to copyright protection. The rights to any invention which is developed in the course of this Agreement shall be the property of the County.

F. Requirements and Regulations Pertaining to Reporting

The County of Santa Barbara, HUD and the Comptroller General of the United States or any of their duly authorized representatives shall be granted access to any books, documents, papers and records of Subrecipient which are directly pertinent the contract.

G. Compliance with Clean Air Act and Clean Water Act.

1. Subrecipient shall comply with all applicable standards, orders and requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h).
2. Subrecipient shall comply with all applicable standards, orders and requirements issued under Section 508 of the Clean Air Act (33 U.S.C. 1368).
3. Subrecipient shall comply with Executive Order 11738 and Environmental Protection Agency regulations (40 CFR part 15).

H. Compliance with Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

The Subrecipient shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

I. CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS REQUIREMENTS

This Agreement is a subrecipient agreement. Section 602(b) and 603(b) of the Social Security Act (the Act) as added by Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorizes the Department of the Treasury (Treasury) to make payments to certain recipients (including cities and counties) from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund (SLFRF). Good Samaritan Shelter is a subrecipient of SLFRF funds through this Agreement, and this Agreement is a subaward of SLFRF funds. Subrecipient agrees, as a condition to receiving SLFRF funds, to the terms below.

A. Use of Funds

1. Subrecipient understands and agrees the funds disbursed under this subaward may only be used in compliance with Sections 603(c) of the Act and Treasury's regulations implementing those sections and guidance.
2. Subrecipient will determine prior to engaging in any project using this assistance it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
3. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Agreement and subject to such exceptions as may be otherwise provided by Treasury, including, but not limited to:
 - a. 2 CFR 200.216 "Prohibition on certain telecommunications and video surveillance services or equipment"
 - (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
 - (1) Procure or obtain;
 - (2) Extend or renew a contract to procure or obtain; or
 - (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also § 200.471.

b. 2 CFR 200.322 “Domestic preferences for procurements”

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

c. 2 CFR 200.323 “Procurement of recovered materials”

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement

program for procurement of recovered materials identified in the EPA guidelines.

d. Subpart F – Audit Requirements.

H. Pre-award Costs.

1. Pre-award costs, as defined in 2 C.F.R. Section 200.458, may not be paid with funding from this subaward.

I. Administrative Costs.

1. Subrecipient may use funds provided under this subaward to cover both direct and indirect costs.

J. Hatch Act.

1. Subrecipient agrees to comply, as applicable, with the requirements of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7234-7238), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

K. False Statements.

1. Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

L. Criminal Disclosure.

1. Subrecipient must disclose, in a timely manner, in writing to the COUNTY all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award. Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.339 Remedies for noncompliance, including suspension or debarment. (See also 2 CFR parts 180 and 2424.)

M. Publications.

1. Any publications produced with funds from this subaward must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRP5502 awarded to the County of Santa Barbara by the U.S. Department of the Treasury."

N. Debts Owed the Federal Government.

1. Any funds paid to Subrecipient (1) in excess of the amount to which Subrecipient is finally determined to be authorized to retain under the terms of this subaward; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to

Sections 603(e) of the Act and have not been repaid by Subrecipient shall constitute a debt to the federal government.

2. Any debts determined to be owed the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt described in subsection i. above. Treasury will take any actions available to it to collect such a debt.

O. Disclaimer.

1. The United States and COUNTY expressly disclaim any and all responsibility or liability to Subrecipient or third persons for the actions of the Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this subaward or any other losses resulting in any way from the performance of this subaward or any contract or subcontract under this award.
2. The acceptance of this subaward by Subrecipient does not in any way establish an agency relationship between the United States and Subrecipient.

P. Protection for Whistleblowers.

1. In accordance with 41 U.S.C. Section 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
2. The list of persons and entities referenced in the paragraph above includes the following:
 1. A member of Congress or a representative of a committee of Congress;
 2. An Inspector General;
 3. The Government Accountability Office;
 4. A Treasury employee responsible for contract or grant oversight or management;
 5. An authorized official of the Department of Justice or other law enforcement agency;
 6. A court or grand jury; or
 7. A management official or other employee of Subrecipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
3. Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

Q. Increasing Seat Belt Use in the United States.

1. Pursuant to Executive Order 13043, 62 FR 19217 (April 18, 1997), Subrecipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

R. Reducing Text Messaging While Driving.

1. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

EXHIBIT F

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 either 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 the party failed to obtain or maintain would have covered the loss or damage for which the 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 G

Certification of Standards for Financial Management Systems

SUBRECIPIENT certifies that its financial management systems conform to the standards set forth in 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, by providing for and incorporating the following:

- A. Accurate, current and complete disclosure of the financial results of each federally-sponsored project or program in accordance with the reporting requirements set forth in 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- B. Records that identify adequately the source and application of funds for federally-sponsored activities. These records shall contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest;
- C. Effective control over and accountability for all funds, property and other assets. SUBRECIPIENT shall adequately safeguard all such assets and assure they are used solely for authorized purposes;
- D. Comparison of outlays with budget amounts for each award. Whenever appropriate, financial information should be related to performance and unit cost data;
- E. Written procedures to minimize the time elapsing between the receipt of funds and the issuance or redemption of checks, warrants or payments by other means for program purposes by SUBRECIPIENT;
- F. Written procedures for determining the reasonableness, allocability and allowability of costs in accordance with the provisions of the applicable Federal cost principles and the terms and conditions of the award; and
- G. Accounting records including cost accounting records that are supported by source documentation.

Subrecipient: Good Samaritan Shelter

Authorized Representative: **Sylvia Barnard, Executive Director**

Signature

Date

EXHIBIT H
Federal Award Identification Information

Table 1: Federal Award Information: County.

The following Federal Award Information is provided in accordance with 2 CFR § 200.332.

Federal Award Identification		
1	Subrecipient Name	Good Samaritan Shelter
2	Subrecipient Unique Entity Number (DUNS; UEI Number)	023282457
3	Federal Award Identification Number (FAIN)	SLFRP5502
4	Federal Award Date	2021
5	Subaward Period of Performance & Budget Period-Start Date	August 30, 2023
6	Subaward Period of Performance & Budget Period-End Date	June 30, 2024
7	Amount of Federal Funds Obligated by this Action by Pass Through to Subrecipient	\$50,000
8	Total Amount of Federal Funds Obligated to Subrecipient by Pass Through Including Current Financial Obligation	\$50,000
9	Total Amount of Federal Award Committed to the Subrecipient by the Pass Through Entity	\$50,000
10	Federal Award Project Description	Personal Property Storage
11	Federal Awarding Agency	Department of the Treasury
12	Pass Through Entity	County of Santa Barbara
13	Contact Information for Awarding Official of Pass Through Entity	Mona Miyasato, County Executive Officer, (805) 568-3400
14	CFDA Number	21.027
15	CFDA Name	Coronavirus State and Local Fiscal Recovery Funds
16	Is Award for Research and Development?	No
17	Indirect Cost Rate for Award	15.5%
18	Requirements Imposed by Pass Through Entity	See Agreement, Coronavirus State and Local Fiscal Recovery Fund Requirements
19	Additional requirements- Financial and Performance Reports	See Agreement, Coronavirus Local Fiscal Recovery Fund, including Subsection B.
20	Access to Subrecipient Records	See Agreement, Coronavirus Local Fiscal Recovery Fund, including Subsection C.
21	Closeout Terms and Conditions	See Agreement, Closeouts.