

## **SUBRECIPIENT AGREEMENT**

**BETWEEN**

**COUNTY OF SANTA BARBARA**

**AND**

**Good Samaritan Shelter**

**Street Outreach**

**California Opioid Settlement Fund**

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" or "Grantee" and, together with COUNTY, collectively, the "Parties" and each individually a "Party"), a California nonprofit public benefit corporation, whose address is 400 W. Park Avenue, Santa Maria, CA 93456.

### **WITNESSETH THAT:**

**WHEREAS**, in June 2024 the County Board of Supervisors delegated the Public Health Department ("PHD"), in coordination with the County Executive Office, as the lead department in managing receipt and distribution of Opioid Settlement Funds ("OSF").

**WHEREAS**, the County Board of Supervisors further approved the recommendation to allocate funds to the County's Community Services Department ("CSD");

**WHEREAS**, the PHD, as the lead agency, has the responsibility to track and report on OSF and will be setting up procedures and requirements to transfer funds and obtain proper back up documents;

**WHEREAS**, COUNTY selected the following eligible activities from the Opioid Settlement Funding High Impact Abatement Activities for use of the OSF: Expanding Prevention, Strengthening Treatment and Harm Reductions Programs, and Supporting Data Collection.

**WHEREAS**, CSD has partnered with PHD, in alignment with agreed upon Allowable Expenses and High Abatement Activities;

**WHEREAS**, on June 18, 2024, the County Board of Supervisors approved \$375,000 ins OSF to provide contracted homeless outreach services to individuals residing in homeless encampments;

**NOW, THEREFORE**, the Parties agree that the above recitals are true to the best of their knowledge and, 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 all of 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 actually and reasonably incurred by SUBRECIPIENT to administer the Services in accordance with the Budget attached hereto as Exhibit B ("Budget") are eligible for reimbursement hereunder. All of the Services shall be performed by SUBRECIPIENT or under SUBRECIPIENT's

supervision. SUBRECIPIENT represents that it possesses the professional and technical skills and personnel 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 (defined below) 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.

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, and guidelines (collectively, "Applicable Law"), and all requirements and standards required as a condition of receiving OSF, including, but not limited to, the Opioid Settlement Fund Requirements attached hereto as Exhibit F ("OSF Requirements").

**C. Staffing**

Only the salary and benefits for the positions listed in the Budget, if any, are eligible for reimbursement hereunder. Any changes in the positions whose salary and benefits are eligible for reimbursement under this Agreement must first be approved in writing by CSD and memorialized via an amendment to the Budget duly executed by the Parties in accordance with the provisions of this Agreement governing amendment of this Agreement.

All Services shall be performed by qualified and experienced personnel who are not employed by COUNTY. SUBRECIPIENT represents and warrants that all of the Services shall conform to the requirements of this Agreement, all Applicable Law, and the highest professional standards.

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

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

**E. Performance Monitoring**

SUBRECIPIENT shall be responsible for providing Services in a manner satisfactory to COUNTY and in accordance with all OSF requirements. COUNTY shall monitor the performance of SUBRECIPIENT against the goals and performance measures set forth in Section I.D of this Agreement and Exhibit A. SUBRECIPIENT's failure to meet any goals and performance measures hereunder 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, the COUNTY may immediately suspend or terminate this Agreement in the COUNTY's sole discretion.

**F. COUNTY Recognition**

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

**II. TERM**

**A. Term and Time of Performance**

The term of this Agreement shall begin on January 1, 2025, and shall terminate on June 30, 2025, subject to budget approval, unless suspended or terminated earlier in accordance with the provisions of this Agreement, or there are insufficient OSF available to the COUNTY for any reason (the "Term"). All services to be performed hereunder as described in the Scope of Services and that is funded with OSF may commence on January 1, 2025, and shall be completed by June 30, 2025 (the "Award Time of Performance"). Any funds not expended hereunder by June 30, 2025 shall thereafter no longer be available to the SUBRECIPIENT.

**B. Close-outs**

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

**III. BUDGET**

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

SUBRECIPIENT represents that the Budget includes only allowable costs and an accurate analysis of costs eligible for reimbursement in accordance with the OSF Requirements. SUBRECIPIENT shall comply with all OSF requirements. The Budget shall be in sufficient detail to provide a sound basis for COUNTY to effectively monitor SUBRECIPIENT's performance under this Agreement.

**IV. PAYMENT**

It is expressly agreed and understood that the total amount of funds to be paid by COUNTY under this Agreement shall not exceed **\$375,000** ("Maximum Contract Amount"). Payments by COUNTY to SUBRECIPIENT for the reimbursement of documented eligible expenditures shall be made in accordance with the Budget line items specified in Exhibit B and submitted no less than once per quarter but not more often than monthly, and no later than June 30, 2025, SUBRECIPIENT may request reimbursement for its documented eligible expenditures hereunder. For each reimbursement request hereunder, SUBRECIPIENT shall submit a completed Expenditure Summary and Payment Request ("ESPR") in the form attached hereto as Exhibit C, together with proper support documentation sufficient for COUNTY to confirm that such

expenditures were for eligible services described in Sections I.A and I.B, staff salaries and benefits described in Section I.C, and performance data required in Sections I.D, VII.B.1, VII.B.2, and VII.C of this Agreement. No costs shall be invoiced, billed, or deemed eligible for reimbursement hereunder except for expenditures authorized in the Budget as set forth in Exhibit B. The support documentation submitted by SUBRECIPIENT to COUNTY reflecting itemized costs incurred by SUBRECIPIENT for which SUBRECIPIENT seeks reimbursement hereunder shall be of sufficient detail to provide a sound basis for COUNTY to effectively monitor eligibility of such expenditures under this Agreement. COUNTY shall review each ESPR and shall reimburse SUBRECIPIENT for eligible expenses within thirty (30) days after receiving SUBRECIPIENT's complete ESPR and sufficient supporting documentation, in accordance with the OSF Requirements as set forth in Exhibit F. SUBRECIPIENT shall only seek reimbursement under this Agreement for expenses reasonably and actually incurred by SUBRECIPIENT during the Term.

**v. Reimbursement of Funds for Non-Compliance**

In the event of SUBRECIPIENT'S failure to meet reporting requirements and/or its improper use of funds, the COUNTY or Department of Health Care Services ("DHCS") may require SUBRECIPIENT to reimburse the Opioid Settlements Funds remitted to SUBRECIPIENT under this Agreement. SUBRECIPIENT shall reimburse all such funds within 30 days of a written request from COUNTY or DHCS for such reimbursement.

SUBRECIPIENT shall be liable to COUNTY for all penalties assessed against COUNTY for SUBRECIPIENT'S failure to comply with all of the OSF Requirements outlined in Exhibit F.

**vi. 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 delivers such notice via mail (postage prepaid), commercial courier, or personal delivery the next business day. Any notice delivered or sent as aforesaid shall be effective on the date of personal delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

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

COUNTY	SUBRECIPIENT
Jesús Armas, Director County of Santa Barbara Community Services Department Housing and Community Development Division 123 E. Anapamu St., Second Floor Santa Barbara, CA 93101	Sylvia Barnard, Executive Director Good Samaritan Shelter 400 W. Park Ave. Santa Maria, CA 93458 805-346-8185 866-653-0813

**vii. GENERAL CONDITIONS**

**A. General Compliance**

SUBRECIPIENT agrees to comply with all OSF Requirements and all other applicable federal, state, and local laws, regulations, ordinances, orders, rules, Requirements, directives, circulars, bulletins, notices, and policies governing the OSF 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 OSF provided under this Agreement.

**B. Independent Contractor**

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the Parties. SUBRECIPIENT shall at all times remain an independent contractor with respect to services to be performed under this Agreement. COUNTY shall not be responsible for paying any taxes on SUBRECIPIENT's behalf, and should COUNTY be required to do so by federal, state, or local taxing agencies, SUBRECIPIENT agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty if any. These taxes shall include, but not be limited to, the following: Federal Insurance Contributions Act (FICA) tax, unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance. In addition, SUBRECIPIENT understands and acknowledges that neither it nor its employees or subcontractors shall be entitled to any of the benefits of a COUNTY employee, including, but not limited to, vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation, and protection of tenure.

**C. Insurance and Indemnification**

SUBRECIPIENT shall comply with the insurance and indemnification provisions set forth in the Standard Indemnification and Insurance Provisions attached hereto and incorporated herein as Exhibit E.

**D. Workers' Compensation**

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

**E. Changes or Amendments**

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 both 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 expressly changed by such amendment, nor relieve or release COUNTY or SUBRECIPIENT from such Party's obligations under this Agreement that are not changed by such amendment. SUBRECIPIENT agrees to not unreasonably withhold its approval of any 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, Requirements, 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 ("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 OSF awarded to the COUNTY by the State; provided, however, that (i) any increase in the Maximum Contract Amount hereunder shall not exceed 10% of the original Maximum Contract

Amount, (ii) all Budget line items and expenditures under this Agreement as so amended are eligible pursuant to the OSF Requirements 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 OSF 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 OSF Requirements and all other Applicable Law. 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. Execute amendments that extend the Term beyond June 30, 2025; provided, however, that the Director may not extend the Term beyond December 31, 2025. This Section 6.E.3 shall not obligate the County to extend the length of the Term, or otherwise alter the County's rights to terminate this Agreement or reduce the Maximum Contract Amount. The authority delegated to the Director in this Section 6.E.3 may only be exercised to the extent not inconsistent with the terms of the OSF Requirements or State regulations, notices, or other direction, or with any other Applicable Laws.
4. Administrative changes to the Agreement that are necessary in order to conform with federal, state, or local governmental laws, regulations, ordinances, orders, rules, directives, circulars, bulletins, notices, guidelines, policies, or available funding amounts.

#### **F. Suspension or Termination**

COUNTY may suspend or terminate this Agreement if SUBRECIPIENT fails to comply with this Agreement or with any of the terms of the Standard Agreement, the OSF Requirements, or in the event of any of the following:

- Failure to comply with Applicable Law or any of the laws, rules, regulations, ordinances, provisions, orders, 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 OSF provided under this Agreement;
- Actions and behavior by SUBRECIPIENT that undermine the integrity of the OSF program, including but not limited to client, child and staff endangerment, inappropriate and reckless staff behavior, and health code violations; or
- Submittal of reports that are false or that are incorrect or incomplete in any material respect.

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

##### **i. Termination by COUNTY**

COUNTY may, by written notice to SUBRECIPIENT, terminate this Agreement in whole or in part at any time, whether for COUNTY convenience, for non-appropriation of funds, or because of the failure of SUBRECIPIENT to fulfill its obligations hereunder.

- a. **For Convenience.** This Agreement may be terminated for convenience by COUNTY, upon written notification to SUBRECIPIENT, setting forth the effective termination date and, in the case of partial termination, the portion to be terminated.

- b. **For Non-appropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state, or COUNTY governments, or funds are not otherwise available for payments during the Term of this Agreement, then COUNTY will notify SUBRECIPIENT of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the Term.
- c. **For Cause.** Should SUBRECIPIENT default in the performance of this Agreement or 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 such notice is given by COUNTY, unless the notice directs otherwise.

ii. Termination by SUBRECIPIENT

This Agreement may be terminated by SUBRECIPIENT, upon written notification to COUNTY, setting forth the reasons for such termination, the effective 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.

- iii. 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.
- iv. In the event that SUBRECIPIENT ceases or intends to cease to operate (i.e. dissolution of corporate status, declaration of bankruptcy, etc.), SUBRECIPIENT shall provide COUNTY copies of all records relating to this Agreement prior to taking the first action in furtherance of ceasing operations but in any event no later than prior to ceasing operations.
- v. If State of California demands reimbursement from COUNTY for COUNTY's payments to SUBRECIPIENT due to SUBRECIPIENT's failure to comply with the terms of the State's award to COUNTY, including, but not limited to, the grant agreement, assurances in applications, or notices of award, any applicable term of this Agreement, or any 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 all such disallowed payments.

**G. STATE and COUNTY Enforcement of OSF Requirements**

SUBRECIPIENT acknowledges that the State will review the performance of SUBRECIPIENT in carrying out its responsibilities as the recipient of OSF, and COUNTY must take actions as prescribed if COUNTY determines that SUBRECIPIENT is not complying with this Agreement.

viii. ADMINISTRATIVE REQUIREMENTS

## **A. Financial Management**

### **1. Accounting Standards**

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

### **2. Cost Principles**

SUBRECIPIENT shall administer its program in accordance with the OSF Requirements and the agreement between DHCS and COUNTY governing the use of the OSF made available hereunder, including all exhibits, attachments, and appendices thereto ("DHCS Agreement"). These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

### **3. Indirect Costs**

SUBRECIPIENT may use funds to cover indirect costs. Total indirect costs shall be reasonable and not exceed actual costs or ten percent (10%) of the total contract amount \$375,000, whichever is less.

### **4. Procurement**

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

### **5. Travel**

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

## **B. Documentation and Record Keeping**

### **1. Records to Be Maintained**

- a. SUBRECIPIENT shall maintain financial records, documents, and other relevant evidence, including local accounting procedures and practices, to properly reflect direct and indirect costs related to its activities funded by the Opioid Settlement Funds.
- b. SUBRECIPIENT shall preserve these records for a minimum of six (6) years after the expiration of the Agreement.
- c. If the COUNTY or DHCS determines that SUBRECIPIENT'S use of the Opioid Settlement Funds is inconsistent with eligible uses, records may be requested as part of a meet and confer, an audit, or legal action.
- d. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the six-year period, the records must be retained until the completion of the action and resolution of all issues which arise from it or until the end of the regular five-year period, whichever is later.

### **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, Persons Served List, client name, address, homeless status or other basis for determining eligibility, and descriptions of services provided.
  - b. SUBRECIPIENT shall participate in the Homeless Management Information System and follow all relevant policies and procedures.
  - c. SUBRECIPIENT and its employees shall maintain the confidentiality of patient records and any other health and enrollment information that identifies a particular beneficiary pursuant to: Title 42 United States Code (USC) Section 290 dd-2; Title 42 Code of Federal Regulations (C.F.R.), Part 2; 42 C.F.R. Section 438.224; 45 C.F.R. Section 96.132(e), 45 C.F.R. Parts 160, 162, and 164; Title 22 California Code of Regulations (C.C.R.) Section 51009; Welfare & Institutions Code (W&IC) Section 5328 et seq. and Sections 14100.2 and 14184.102; Health and Safety Code (HSC) Sections 11812 and 11845.5; Civil Code Sections 56 – 56.37, 1798.80 – 1798.82, and 1798.85, to the extent that these requirements are applicable. Patient records must comply with all appropriate State and Federal requirements.
3. Retention  
SUBRECIPIENT shall retain all records required by or pertinent to this Agreement for Six (6) years. The Six-year retention period begins on the date that all funds from the Agreement under which a program participant was served are expended and the final payment for eligible expenses has been submitted to COUNTY by SUBRECIPIENT and has been paid by COUNTY. Notwithstanding the above, if there is litigation, claims, demands, audits, negotiations, disputes, or other actions that involve any of the records and that have started before the expiration of the required retention period, then such records must be retained until completion of the actions and final resolution of all issues, or the expiration of the required retention period, whichever occurs later.
4. Ownership of Documents  
Each and every report, draft, map, record, plan, document and other writing produced, prepared or caused to be produced or prepared by or on behalf of any of SUBRECIPIENT, its officers, employees, agents, representatives, contractors, and subcontractors, 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 the Documents to COUNTY upon COUNTY’S written request.
5. Disclosure  
SUBRECIPIENT understands that client information collected in connection with the Services 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
  - a. SUBRECIPIENT’S performance of this Agreement will be monitored on an ongoing basis for compliance with the terms of this Agreement. COUNTY shall assign senior management staff as contract monitors to coordinate periodic review meetings with SUBRECIPIENT’s staff regarding quality of services, fiscal and overall performance activity, and provider recertification requirements, as applicable. SUBRECIPIENT grants COUNTY

the right to conduct periodic on-site and/or electronic reviews of SUBRECIPIENT'S clinical documentation or accountings for expenditure of Opioid Settlement Funds.

- b. SUBRECIPIENT shall allow the COUNTY and/or DHCS, and/or other authorized federal and state agencies, or their duly authorized designees, to evaluate SUBRECIPIENT's performance under this Agreement, including the quality, appropriateness, and timeliness of services provided. This right shall exist for five (5) years after the Term or, in the event the SUBRECIPIENT has been notified that an audit or investigation of this Agreement has been commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later.
- c. SUBRECIPIENT agrees to maintain all records required by or pertinent to this Agreement for possible audit by the State and its designated representatives for possible audit for a minimum of five (5) years from the expiration date of this Agreement.

7. Access to Records

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

**C. Reports**

- a. SUBRECIPIENT shall certify that all Opioid Settlement Funds expended by SUBRECIPIENT have been used in compliance with the intended use of such funds as set forth in the Scope of Services and in accordance with Applicable Authority for Use of Opioid Funds. SUBRECIPIENT shall attest to this on each invoice submitted for reimbursement hereunder, which must be signed by someone with authority to legally bind SUBRECIPIENT.
- b. SUBRECIPIENT shall provide to the COUNTY Status Reports and Financial/Invoice Reports due according to the schedule attached hereto as Exhibit D, including, but not limited to:
  - i. An accounting of actual expenditures incurred by SUBRECIPIENT for the Services;
  - ii. Programmatic reports which shall include a brief narrative description of SUBRECIPIENT's progress in implementing the Services, goals, and outcomes of this Agreement;
  - iii. The number of non-duplicated clients served or number of Services provided;
  - iv. All other applicable OSF reporting requirements, if any.

**ix. PERSONNEL AND PARTICIPANT CONDITIONS**

**A. Civil Rights**

1. Nondiscrimination

SUBRECIPIENT shall comply with Title VIII of the Civil Rights Act of 1968 (42 U.S.C., § 3601 et seq.); Title I of the Housing and Community Development Act of 1974 (42 U.S.C., § 5301 et seq.); the Americans with Disabilities Act of 1990 (42 U.S.C., § 12101 et seq.); the Age Discrimination Act of 1975 (42 U.S.C., § 6101 et seq.); Executive Order 11063; and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086; and all implementing regulations, and all as may be amended. In addition, COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the Ordinance were specifically set out herein and SUBRECIPIENT agrees to comply with said Ordinance.

**B. Affirmative Action**

1. Affirmative Outreach

SUBRECIPIENT shall make known that use of its facilities, assistance, and services are available to all on a nondiscriminatory basis in accord with Federal and State laws and regulations. Pursuant to and in accord with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and the President's Executive Order 13166, SUBRECIPIENT is also required to take reasonable steps to ensure meaningful access to programs and activities for Limited English Proficiency (LEP) persons.

2. Women- and Minority-Owned Businesses (W/MBE)

SUBRECIPIENT shall use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in Section 3(a) of the Small Business Act, as amended (15 U.S.C. § 632), and "minority and women's business enterprise" means a business that is at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African Americans; Spanish-speaking, Spanish-surnamed, or Spanish-heritage Americans; Asian Americans; and American Indians. SUBRECIPIENT may rely on written representations by businesses regarding their status as minority and women's business enterprises in lieu of an independent investigation.

3. Subcontract Provisions

SUBRECIPIENT shall include the provisions of Titles VI and VII of the Civil Rights Act of 1964, as amended, in every contract, subcontract, or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own contractors, subcontractors, and vendors.

**C. Employment Restrictions**

1. Prohibited Activity

SUBRECIPIENT is prohibited from using OSF provided herein or personnel employed in the performance of the activities set out in the Scope of Services under this Agreement for political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards Requirements

SUBRECIPIENT shall comply with federal Fair Labor Standards Act requirements as well as all labor laws and regulations of the State of California and COUNTY. Where funds provided through this Agreement are used for construction work, or in support of construction work, SUBRECIPIENT shall ensure that the requirements of Chapter 1 (commencing with Section 1720) of Part 7, Division 2 of the State of California Labor Code (pertaining to payment of prevailing wages and administered by the California Department of Industrial Relations) are met.

**D. Conduct**

1. Assignability

SUBRECIPIENT shall not assign or 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 contract(s) or subcontract(s) with any agency, entity, or individual to perform services under this Agreement, in whole or in part, without the written consent of COUNTY prior to the execution of each such agreement. A contractor or subcontractor is not eligible to receive OSF if not licensed and in good standing in the State of California, or if 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 such 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 or in connection with any Services.

d. Selection Process

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

e. Insurance

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

3. Hatch Act

SUBRECIPIENT agrees that no funds provided, nor personnel employed, under this Agreement, shall be in any way or to any extent used for or engaged in the conduct of political activities in violation of 5 U.S.C., § 7321 et seq. or 5 CFR Parts 733 and 734, all as may be amended.

4. Conflicts of Interest

SUBRECIPIENT agrees to abide by and keep records to show compliance with the organizational and individual conflicts of interest provisions applicable to OSF, including, but not limited to, the DHCS Agreement and all of the following:

- a. SUBRECIPIENT shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, agents or consultants engaged in the award and administration of contracts supported by OSF.

- b. No employee, officer, agent or consultant of SUBRECIPIENT shall participate in the selection, or in the award, or administration of, a contract supported by OSF if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to OSF -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 OSF-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 OSF-funded activity, or with respect to the proceeds derived from the OSF-funded activity, either for themselves or those with whom they have business or family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of COUNTY, SUBRECIPIENT, or any designated public agency.

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

5. Copyright

If this Agreement results in any material, works or inventions that may be protected by copyright, trademark, or patent, COUNTY, State, and DHCS reserve 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.

x. **ENVIRONMENTAL CONDITIONS**

**California Environmental Quality Act**

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

xi. **SEVERABILITY**

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

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

**xii. 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.

**xiii. 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.

**xiv. ENTIRE AGREEMENT**

This Agreement, including the Exhibits attached hereto, 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 changed by any oral agreements, course of conduct, waiver, or estoppel.

**xv. 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.

**xvi. TIME IS OF THE ESSENCE**

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

**xvii. 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.

**xviii. 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.

**xix. EXECUTION OF COUNTERPARTS**

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

**xx. AUTHORITY**

Each signatory and party to this Agreement warrants and represents that such party has the power and authority to enter into this Agreement in the names, titles, and capacities herein stated and on behalf of any

entities, persons, or firms represented or purported to be represented by such entity(ies), 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.

**xxi. ORDER OF 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 shall be resolved by giving precedence in the following order:

- a. Exhibit E
- b. Exhibit G
- c. The numbered sections I through xxi of this Agreement
- d. Exhibit B
- e. Exhibit A
- f. Exhibit F
- g. Other exhibits

[Signatures Appear on the Following Pages]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the first date duly executed by all of the parties hereto ("Effective Date").

ATTEST:  
MONA MIYASATO  
CLERK OF THE BOARD

"COUNTY"  
COUNTY OF SANTA BARBARA:

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Laura Capps, Chair  
Board of Supervisors

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

Signed by:  
By: Shawna Jorgensen  
DF6DB6D7D6344E6...  
Deputy Auditor-Controller

DocuSigned by:  
By: Jesús Armas  
E33B804A6E03476...  
Jesús Armas  
Community Services Director

APPROVED AS TO FORM:  
RACHEL VAN MULLEN  
COUNTY COUNSEL

Signed by:  
By: Lauren Wideman  
8F464D822C84458...  
Deputy County Counsel

APPROVED AS TO FORM:  
GREG MILLIGAN  
RISK MANAGEMENT

DocuSigned by:  
By: Gregory Milligan  
05F555F00269466...  
Risk Manager

"SUBRECIPIENT"  
Good Samaritan Shelter

Signed by:  
By: Sylvia Barnard  
FB9DBAA97CA34C1...  
Sylvia Barnard, Executive Director



## EXHIBIT A

**Scope of Services**

## State of California Opioid Settlements Fund (OSF)

<b>Project Title:</b>	OSF Street Outreach
<b>Agreement Amount:</b>	<b>\$ 375,000</b>
<b>Time of Performance:</b>	January 1, 2025 – June 30, 2025

**A. INTRODUCTION**

This Scope of Services is attached to and incorporated into the Subrecipient Agreement (“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 Services referenced in Section I of the Agreement.

Opioid Settlement Funding services include prevention, treatment and harm reduction and will ensure that individuals residing in homeless encampments utilize available housing opportunities and receive medical and mental health services. The outreach team is trained in substance use disorder interventions and includes staff with specialized mental health training. The team will continue to distribute Naloxone and other FDA-approved medications to reverse opioid overdoses and assist participants in accessing medication-assisted treatment to reduce substance use. The program will serve approximately 100 persons with the goal to place 55 persons into interim housing/shelter and assisting 15 persons moving to permanent housing, while linking persons to services to meet their unique needs. SUBRECIPIENT shall provide specialized SO teams to provide in-field case management to encourage people to accept available and planned Interim Housing and Permanent Housing. Teams will meet acute needs in the field and will link unsheltered persons to long-term supportive services to ensure their retention in housing placements. Teams will work on a regional basis, partnering with outreach teams and resources available in north-county, mid-county, or south-county.

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

SUBRECIPIENT’s outreach services shall include system navigation, integrated targeted outreach and engagement, and operations throughout the county, including cities and unincorporated areas.

SUBRECIPIENT shall provide, and shall only be reimbursed hereunder for providing, Street Outreach, Services and Direct Assistance to unsheltered homeless people in accordance with the provisions of this Agreement. Specifically, the Services shall include delivery of homeless outreach services targeted to encampment sites 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 populations unsheltered or in encampments countywide, including those near State rights-of-way; these services shall include supportive services, linkage to needed resources, and housing navigation, operating countywide.

SUBRECIPIENT shall provide countywide street outreach to encampments with mobile teams of outreach workers who shall engage unsheltered homeless community members in encampments throughout the county. SUBRECIPIENT shall provide essential services necessary to reach out to unsheltered homeless people; connect them with emergency shelter, housing, and critical services; and,

provide urgent, non-facility-based care to unsheltered homeless people who are unwilling or unable to access emergency shelter, housing, or an appropriate health facility. Essential services shall 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 Homeless Management Information System (“HMIS”) designated by the Continuum of Care for the area, as outlined in Exhibits A and B to the Agreement.

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

## 2. Services

### a. General

SUBRECIPIENT shall implement and adhere to the following Best Practices. Recent successful exits from homelessness to temporary and permanent housing placements have resulted from best practices such as consistent engagement by trained providers, emphasizing case management in the field, focus on a housing and services plan, and employing best practices like progressive engagement and more accountability in the coordinated entry system for housing navigation. Services are informed by a harm-reduction philosophy that recognizes that drug and alcohol use and addiction are a part of some clients’ lives. Clients are engaged in non-judgmental communication regarding drug and alcohol use and are offered education regarding how to avoid risky behaviors and engage in safer practices. Some key lessons learned and Best Practices are listed below:

- Allow ample time for comprehensive engagement and case management; this includes flexible outreach hours (early mornings, evenings, weekends, and holidays).
- Understand the population at the site and their needs (number of persons, persons with disabilities, pets, transitional-aged youth, number of people living in cars).
- Document outreach consistently to assess needs and interests in housing and/or services (this includes daily updates to Fulcrum mapping software and in the Homeless Management Information System).
- Understand and adhere to the applicable laws/regulations in the area (streets, sidewalks, parks, private property, and other public land).
- Identify resources that can be offered: housing, emergency shelter, storage, trash disposal, transportation, hygiene trailers, safe needle drops.
- Understand the community’s (members of the encampment) informal leadership to facilitate buy-in on housing options.
- Start identifying the housing options available before engagement and clean-up begins.
- Once a site is resolved, outreach teams must conduct regular checks and outreach to anyone who has re-populated in the previously cleared site.
- Ensure that an after-action report is written to provide data on overall housing placements, services offered, other accomplishments, effective best practices used, and lessons learned.

SUBRECIPIENT shall conduct robust outreach and engagement, which must include all of the following:

- Strong coordination among teams of outreach and engagement workers
- Ample time and a flexible schedule/availability (including early mornings, evenings, weekends, and holidays) for engagement and rapport-building
- Individualized case management
- Client-centered, trauma-informed, and voluntary services
- Services grounded in harm reduction
- Availability of housing resources and strong housing navigation
- Transparency in communication
- Consistency
- Weekly case conferencing
- Weekly, monthly, and quarterly tracked outcomes; and
- Synchronization with Coordinated Entry and all service partners.

SUBRECIPIENT shall provide all of the following components of ongoing case management and housing navigation services:

- Staff recruitment, screening, training, and onboarding, including safety training (this may include but is not limited to trauma-informed care, harm reduction, general safety and situational awareness, site-specific safety considerations such as railways and creeks, etc.)
- Maintain up-to-date contact information and areas frequented for each person via Fulcrum mapping software and the 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 CES Partner Agency, with a primary focus on unsheltered families and individuals in encampments;
- Reconnect individuals and families who had previous contact with CES;
- Conduct frequent visits to encampments known to have persons experiencing homelessness throughout the County;
- Conduct assessments on eligible persons;
- Record all assessments and subsequent services in the HMIS. Enter and maintain timely and complete client data;
- Connect or reconnect individuals and families to basic services including eligible benefits, primary healthcare clinic, 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.

In performing the Services set forth in this Agreement, SUBRECIPIENT shall consider the impacts on neighboring housed communities, and shall follow:

- Centers for Disease Control and Prevention guidance;
- Recent legal decisions, including in the cases of Martin v. Boise, Blake v. City of Grants Pass, and LA Alliance v. City of Los Angeles;
- Field experience of County Public Health, Fire, and Sheriff; and
- Best practices and guidance from other communities and experts in the field.

The following principles, specific to addressing unsheltered homelessness, shall inform SUBRECIPIENT’s outreach and engagement model:

- It is not safe or healthy for people to live unsheltered.
- Adequate safe, accessible, and supportive shelter and housing of all types is the solution to homelessness.
- Low-barrier pathways to permanent housing are the best solution to addressing encampments.
- People may sleep and live in encampment settings alone or as a collective for many reasons, including a sense of community and safety.
- Community member concerns about encampments within their neighborhoods, including those related to health, sanitation, and safety, should be addressed.
- Jurisdictions must balance the interests of unsheltered residents with the interests of other community residents.

SUBRECIPIENT shall coordinate and work closely with teams addressing unsheltered homelessness throughout the County, including other designated street outreach providers and the County’s Multi-Disciplinary Team.

SUBRECIPIENT shall collaborate with the County to provide targeted outreach and engagement to sites, with a focus on robust outreach and engagement with a goal of moving persons from unsheltered homelessness into shelter/permanent housing through case management and housing navigation services. SUBRECIPIENT shall work with the County’s Encampment Response Coordinator/Team to consider a strategic allocation of resources while engaging homeless individuals through the process of rapport building with the goal of linking individuals to a permanent housing resource. SUBRECIPIENT’s street-based engagement shall focus on linking participants to housing interventions. SUBRECIPIENT shall provide services throughout the County, including cities and unincorporated areas.

COUNTY shall administer, evaluate, and monitor SUBRECIPIENT’s programs and performance of Services to ensure compliance with the core components of Housing First. SUBRECIPIENT shall employ a progressive engagement approach and offer opportunities to clients to increase client’s household’s income or to help clients retain employment.

**3. Levels of Accomplishment**

a. Goals

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

Goal	
------	--

Unduplicated number of homeless persons or persons at imminent or at risk of homelessness to be served	100
Number of unsheltered homeless persons entering shelter	55
Number of homeless persons entering permanent housing (placed into units)	15
Number of homeless households entering permanent housing (placed into units)	15

a. Performance Measures

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

	Goal
% of individuals successfully placed in permanent housing	15%
% of unsheltered homeless persons entering shelter	15%
% of adult participants will obtain earned income at project exit	55%
% of adult participants will obtain cash/non-cash benefits at project exit	85%
% of project participants entering permanent housing that will retain permanent housing at 1 year	85%
% of homeless households successfully placed in permanent housing	20%

**C. DATA COLLECTION AND REPORTING**

**1. General**

Data collection must be completed in accordance with HMIS Policies and Procedures, Fulcrum mapping software, and any additional data collection required by DHCS in connection with OSF, and in sufficient detail to determine the Project's progress in meeting the goals and performance measures as set forth in Section B.3, below.

**2. Report Schedule**

Quarterly Status Reports and Financial/Invoice Reports are due on a quarterly basis in accordance with the following schedule:

Period	Due Date
January 1, 2025 – March 31, 2025	April 20, 2025
April 1, 2025 – June 30, 2025	July 20, 2025

**3. Report Content**

Each Status Report must contain all of the following:

- OSF Annual Performance Report (APR) Subrecipient Report generated from the Santa Barbara County HMIS;
- Data on goals and permanent measures as set forth in Section B.3.;
- Data on funding received for the Project from all sources; and
- Signature of SUBRECIPIENT's Executive Director or his or her designee attesting to the accuracy of the information submitted.

See [Exhibit D](#) for a Status Report sample.

## EXHIBIT B

### Budget and Payment Procedures

<b>Project Title:</b>	OSF Street Outreach
<b>Agreement Amount:</b>	\$ 375,000
<b>Time of Performance:</b>	January, 2025 – June 30, 2025

#### 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 Exhibit B 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 Expenditure Budget, detailing lines items to be reimbursed by OSF.

Changes to Revenue or Expenditure line items to be eligible for reimbursement from OSF require a Budget Amendment in accordance with the provisions of the Agreement. The Maximum Contract Amount shall not be changed, except by a duly executed amendment to the Agreement as set forth above in the Agreement.

#### C. PAYMENT REQUESTS

Each reimbursement request must include all of the following:

1. Expenditure Summary and Payment Request (ESPR) form, a sample of which is found in [Exhibit C](#), below, containing an itemized list of expenditures for which reimbursement is requested under the Agreement. 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

## Attachment B-1



## Street Outreach Targeting Encampments

Project Budget - Revenues (6 Month Budget)

Project Title Opioid Settlement Funds- Street OutreachApplicant Name Good Samaritan Shelter

Award

Budget Term: January 1, 2025- June 30, 2025

Component	Requested Amount
Salaries and Benefits	\$ 256,991
Client Services and Direct Assistance	\$ 83,918
Indirect Costs	\$ 34,091
<b>TOTAL</b>	<b>\$ 375,000</b>

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

Please specify the source of "Other Federal Funds".

## Revenue

Source	Total Program Budget	OSF funds	Other
<b>OSF Program (This grant)</b>	\$ 375,000	<b>\$ 375,000</b>	
CDBG - Cities	\$ -		
CDBG - County	\$ -		
CoC Program	\$ -		
ESG - County	\$ -		
HOME - Cities	\$ -		
HOME - County	\$ -		
Other Federal Funds (specify program below)			
	\$ -		
	\$ -		
	\$ -		
	\$ -		
Other State Funds (specify program below)			
County Human Services Funds	\$ -		
Other Local Funds: County and City of SB general Funds	\$ -		
Private Trusts and Foundation Funds			
Fundraising Events			
Donations			
Client Fees			
Other (specify source below)			
GSS General Funds	\$ -		\$ -
	\$ -		
	\$ -		
	\$ -		
	\$ -		
<b>Total Revenue</b>	<b>\$ 375,000</b>	<b>\$ 375,000</b>	<b>\$ -</b>

\* Can be voluntarily reduced.

## Attachment B-2



## Street Outreach Targeting Encampments

Project Budget - Expenses (6 Month)

Project Title Opioid Settlement Funds- Street Outreach  
 Applicant Name Good Samaritan Shelter

## Expenses

Budget Term: January 1, 2025- June 30, 2025

		OSF
Expense	Total Program Budget	OSF 6 Months
Salaries, Benefits, and Payroll Taxes - Provide detail for all program staff. Add lines as needed.		
Program Manager 1.0 FTE @ 100% @ \$72,800/year	\$ 36,400	\$ 36,400
Outreach Housing Navigators 5.8 FTE @ 100% @ \$58,240/year	\$ 169,193	\$ 169,193
	\$ -	\$ -
	\$ -	\$ -
	\$ -	\$ -
	\$ -	\$ -
	\$ -	\$ -
Employee Benefits and Payroll Taxes 25%	\$ 51,398	\$ 51,398
Supplies (includes General, Food, and Office Supplies)	\$ 7,218	\$ 7,218
Transportation (includes Rental/Lease, Mileage, Insurance)	\$ 30,000	\$ 30,000
Client Incentives	\$ 10,000	\$ 10,000
Facility Rent and Maintenance	\$ 16,200	\$ 16,200
Telephone, Fax, Internet and Utilities	\$ 6,900	\$ 6,900
Insurance	\$ 2,000	\$ 2,000
Storage	\$ 4,800	\$ 4,800
Contracted Services ETO	\$ 4,800	\$ 4,800
Trainings	\$ 2,000	\$ 2,000
	\$ -	
	\$ -	
Other (specify below)		
Indirect Costs 10%	\$ 34,091	\$ 34,091
<b>Total Expenses</b>	<b>\$ 375,000</b>	<b>\$ 375,000</b>

## Narrative (optional)

This budget is an estimate based on projected funding; consequently staffing and/or levels of financial assistance may vary slightly in actuality.







**Exhibit D**

## EXHIBIT D

**OSF****Quarterly Status Report**County of Santa Barbara  
Community Services Department**Instructions:** Submit this status report to Katherine Soto-Vasquez by email to [ksotovasquez@countyofsb.org](mailto:ksotovasquez@countyofsb.org).**Quarter 1**☐ January 1, 2025 – March 31, 2025☐ **Quarter 2**

April 1, 2025 – June 30, 2025

Agency Good Samaritan ShelterContact Person Sylvia BarnardProject Street Outreach

Phone Number \_\_\_\_\_

Contract # \_\_\_\_\_

Email Address goodsamshelter@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****Goals**

	Goal	Quarter	Program-to-Date
Unduplicated number of homeless persons or persons at imminent or at risk of homelessness to be served	100		
Number of unsheltered homeless persons entering shelter	55		
Number of homeless persons entering permanent housing (placed into units)	15		
Number of homeless households entering permanent housing (placed into units)	15		

**Performance Measures - Overall**

	Goal	Quarter			Program-to-Date		
		Universe (#)	# Meeting Target	% Meeting Target	Universe (#)	# Meeting Target	% Meeting Target
% of individuals successfully placed in permanent housing	15%						
% of homeless households successfully placed in permanent housing	15%						
% of unsheltered homeless persons entering shelter	55%						
% of adult participants will obtain earned income at project exit	20%						
% of adult participants will obtain cash/non-cash benefits at project exit	85%						
% of project participants entering permanent housing that will retain permanent housing at 1 year	85%						

EXHIBIT D

Narrative (Attach additional pages, as needed)

1. Describe the project’s progress in meeting the goals and performance measures as set forth in the Subrecipient Agreement. If the project is not performing as planned, provide an explanation.
2. Describe the alignment between OSF 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		
American Indian/Alaskan Native & Black/African American		
Other multi-racial		
Totals in RACE		
ETHNICITY <sup>1</sup>		
Hispanic or Latino <sup>2</sup>		
Not Hispanic or Latino		
Totals in ETHNICITY		

4. Project Funding

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

HUD Funds

<sup>1</sup> Totals in race and Ethnicity must be equal to each other. Please state a Race and Ethnicity for each client.

<sup>2</sup> Subset of total per racial category. Hispanic or Latino refers to a person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.

EXHIBIT D

**OSF**

Quarterly Status Report

County of Santa Barbara  
Community Services Department

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

**Other Funds**

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

**5. Additional Comments**

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

**6. Submission Certification**

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name & Title: \_\_\_\_\_

## EXHIBIT E

### Indemnification and Insurance Requirements (For 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 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 F

### Opioid Settlement Funds Requirements

#### 1. Performance

SUBRECIPIENT shall only use the Opioid Settlement Funds for approved opioid abatement activities as set forth in Exhibit A Scope of Services (“Program”). SUBRECIPIENT’S performance shall be governed by all laws, regulations, Behavioral Health Information Notices (BHIN), applicable National Opioid Settlement Agreements, and applicable bankruptcy plan documents regarding use of the funds that derive from the opioid litigation against manufacturers and distributors of prescription opioids, which can be accessed on the Department of Health Care Services (“DHCS”) Opioid Settlement website at: <https://www.dhcs.ca.gov/provgovpart/Pages/California-Opioid-Settlements.aspx> (collectively referred to as the Applicable Authority for Use of Opioid Funds).

#### 2. Reports

- A. SUBRECIPIENT shall certify that all Opioid Settlement Funds expended by SUBRECIPIENT have been used in compliance with the intended use of the funds as set forth in this Agreement and in accordance with the Applicable Authority for Use of Opioid Funds. SUBRECIPIENT shall attest to this on each ESPR submitted, which must be signed by someone with authority to legally bind SUBRECIPIENT.
- B. SUBRECIPIENT shall provide documentation to Katherine Soto-Vasquez, [ksotovasquez@countyofsb.org](mailto:ksotovasquez@countyofsb.org) with each ESPR, including, but not limited to:
  - i. An accounting of actual expenditures incurred by SUBRECIPIENT for the Program(s);
  - ii. Programmatic reports which shall include a brief narrative description of SUBRECIPIENT’S progress in implementing the programs, goals, and outcomes of this Agreement;
  - iii. The number of non-duplicated clients served or number of services provided;
  - iv. The amount of actual costs that SUBRECIPIENT intends to claim as Indirect Costs.
  - v. Any other program specific reporting requirements, if any, as set forth in Exhibit A – Scope of Services that are applicable to the Program;
- C. By entering into this Agreement, SUBRECIPIENT understands that its failure to submit timely reports may result in the withholding of payments until SUBRECIPIENT has submitted any required data, or a meet and confer with DHCS and/or the County, or an audit, or legal action.

### 3. Record Keeping

- A. SUBRECIPIENT shall maintain financial records, documents, and other relevant evidence, including local accounting procedures and practices, to properly reflect direct and indirect costs related to its activities funded by the Opioid Settlement Funds.
- B. SUBRECIPIENT shall preserve these records for a minimum of six (6) years after the expiration of the Agreement.
- C. If the County or DHCS determines that SUBRECIPIENT's use of the Opioid Settlement Funds is inconsistent with eligible uses, records may be requested as part of a meet and confer, an audit, or legal action.
- D. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the six-year period, the records must be retained until the completion of the action and resolution of all issues which arise from it or until the end of the regular six-year period, whichever is later.

### 4. Reasonable Administrative Costs

- A. SUBRECIPIENT may use Opioid Settlement Funds to cover "Indirect Costs" as defined by DHCS in BHIN 2024-02 at Enclosure 1, available at <https://www.dhcs.ca.gov/Documents/CSD/Enclosure-1-RAC.pdf>. Total Indirect Costs shall be reasonable and not exceed actual costs or 10% of the total contract amount funded by Opioid Settlement Funds, whichever is less.
- B. Indirect Costs are defined as "costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to direct cost objectives." (<https://www.dhcs.ca.gov/Documents/CSD/CA-OSF-Glossary.pdf>.) DHCS considers administrative expenses not identifiable with a specific project or benefitting more than one cost objective, such as overhead, general operations, or organization-wide activities of an agency, to be indirect costs.

### 5. Confidentiality

SUBRECIPIENT and its employees shall maintain the confidentiality of patient records and any other health and enrollment information that identifies a particular beneficiary pursuant to: Title 42 United States Code (USC) Section 290 dd-2; Title 42 Code of Federal Regulations (C.F.R.), Part 2; 42 C.F.R. Section 438.224; 45 C.F.R. Section 96.132(e), 45 C.F.R. Parts 160, 162, and 164; Title 22 California Code of Regulations (C.C.R.) Section 51009; Welfare & Institutions Code (W&IC) Section 5328 et seq. and Sections 14100.2 and 14184.102; Health and Safety Code (HSC) Sections 11812 and 11845.5; Civil Code Sections 56 – 56.37, 1798.80 – 1798.82, and 1798.85, to the extent that these requirements are applicable. Patient records must comply with all appropriate State and Federal requirements.

### 6. Monitoring

- A. SUBRECIPIENT's performance of this Agreement will be monitored on an ongoing basis for compliance with the terms of this Agreement. County shall assign senior management staff as contract monitors to coordinate periodic review meetings with SUBRECIPIENT's staff regarding quality of services, fiscal and overall performance activity, and provider recertification requirements,

as applicable. SUBRECIPIENT grants County the right to conduct periodic on-site and/or electronic reviews of SUBRECIPIENT's clinical documentation or accountings for expenditure of Opioid Settlement Funds.

- B. SUBRECIPIENT shall allow the County and/or DHCS, and/or other authorized federal and state agencies, or their duly authorized designees, to evaluate SUBRECIPIENT'S performance under this Agreement, including the quality, appropriateness, and timeliness of services provided. This right shall exist for six (6) years from the term end date of this Agreement or in the event the SUBRECIPIENT has been notified that an audit or investigation of this Agreement has been commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later. If monitoring activities identify areas of non-compliance, SUBRECIPIENT will be provided with recommendations and a Corrective Action Plan (CAP).
- C. SUBRECIPIENT shall participate in the creation of the CAP and shall comply with CAP requirements in order to address any deficiencies identified during the County's monitoring process. CAPs shall be submitted within the required timeframes and shall be documented using the template provided, shall provide a specific description of how the deficiency shall be corrected, and shall be signed and dated by program staff.

## **7. Reimbursement of Funds for Non-Compliance**

- A. In the event of SUBRECIPIENT'S failure to meet reporting requirements and/or its improper use of funds, the County or DHCS may require SUBRECIPIENT to reimburse the Opioid Settlements Funds remitted to SUBRECIPIENT under this Agreement. SUBRECIPIENT shall reimburse the funds within 30 days of a written request.
- B. SUBRECIPIENT shall be liable to County for any penalties assessed against County for SUBRECIPIENT's failure to comply with the Applicable Authority for Use of Opioid Funds.

## EXHIBIT G

### List of Opioid Remediation Uses

#### Schedule A Core Strategies

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies (“Core Strategies”) \*.

#### **A. NALOXONE OR OTHER FDA-APPROVED DRUG TO REVERSE OPIOID OVERDOSES**

1. Expand training for first responders, schools, community support groups and families; and
2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

#### **B. MEDICATION-ASSISTED TREATMENT (“MAT”) DISTRIBUTION AND OTHER OPIOID-RELATED TREATMENT**

1. Increase distribution of MAT to individuals who are uninsured or whose insurance does not cover the needed service;
2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
4. Provide treatment and recovery support services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication and with other support services.

#### **C. PREGNANT & POSTPARTUM WOMEN**

1. Expand Screening, Brief Intervention, and Referral to Treatment (“SBIRT”) services to non-Medicaid eligible or uninsured pregnant women;
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder (“OUD”) and other Substance Use Disorder (“SUD”)/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and
3. Provide comprehensive wrap-around services to individuals with OUD, including housing, transportation, job placement/training, and childcare.

#### **D. EXPANDING TREATMENT FOR NEONATAL ABSTINENCE SYNDROME (“NAS”)**

1. Expand comprehensive evidence-based and recovery support for NAS babies;
2. Expand services for better continuum of care with infant needs; and
3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

#### **E. EXPANSION OF WARM HAND-OFF PROGRAMS AND RECOVERY SERVICES**

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions;
4. Provide comprehensive wrap-around services to individuals in recovery, including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers or other behavioral health

workers to facilitate expansions above.

#### **F. TREATMENT FOR INCARCERATED POPULATION**

1. Provide evidence-based treatment and recovery support, including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails to provide treatment to inmates with OUD.

#### **G. PREVENTION PROGRAMS**

1. Funding for media campaigns to prevent opioid use (similar to the FDA’s “Real Cost” campaign to prevent youth from misusing tobacco);
2. Funding for evidence-based prevention programs in schools;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

#### **H. EXPANDING SYRINGE SERVICE PROGRAMS**

1. Provide comprehensive syringe services programs with more wrap-around services, including linkage to OUD treatment, access to sterile syringes and linkage to care and treatment of infectious diseases.

#### **I. EVIDENCE-BASED DATA COLLECTION AND RESEARCH ANALYZING THE EFFECTIVENESS OF THE ABATEMENT STRATEGIES WITHIN THE STATE**

### **Schedule B** **Approved Uses**

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

#### **PART ONE: TREATMENT**

##### **A. TREAT OPIOID USE DISORDER (OUD)**

Support treatment of Opioid Use Disorder (“OUD”) and any co-occurring Substance Use Disorder or Mental Health (“SUD/MH”) conditions through evidence-based or evidence informed programs or strategies that may include, but are not limited to, those that\*\*:

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (“MAT”) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (“ASAM”) continuum of care for OUD and any co-occurring SUD/MH conditions.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.

4. Improve oversight of Opioid Treatment Programs (“OTPs”) to assure evidence based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Provide treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.
8. Provide training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Offer scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.
12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (“DATA 2000”) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
13. Disseminate of web-based training curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service–Opioids web-based training curriculum and motivational interviewing.
14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service for Medication–Assisted Treatment.

## **B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY**

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.
4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers,

or recovery housing programs that allow or integrate FDA-approved medication with other support services.

5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

### **C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)**

Provide connections to care for people who have—or are at risk of developing—OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund SBIRT programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.

8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.
14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

#### **D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS**

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
  - a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative ("PAARI");
  - b. Active outreach strategies such as the Drug Abuse Response Team ("DART") model;
  - c. "Naloxone Plus" strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
  - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion ("LEAD") model;
  - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.
4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving



jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.

6. Support critical time interventions (“CTI”), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

#### **E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME**

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (“NAS”), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women—or women who could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Provide training for obstetricians or other healthcare personnel who work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; and expand long-term treatment and services for medical monitoring of NAS babies and their families.
5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with NAS get referred to appropriate services and receive a plan of safe care.
6. Provide child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Provide enhanced family support and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.
10. Provide support for Children’s Services—Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

#### **PART TWO: PREVENTION**

#### **F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS**

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs (“PDMPs”), including, but not limited to, improvements that:
  - a. Increase the number of prescribers using PDMPs;
  - b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
  - c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation’s Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increasing electronic prescribing to prevent diversion or forgery.
8. Educating dispensers on appropriate opioid dispensing.

#### **G. PREVENT MISUSE OF OPIOIDS**

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Funding community anti-drug coalitions that engage in drug prevention efforts.
6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (“SAMHSA”).
7. Engaging non-profits and faith-based communities as systems to support prevention.
8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

## **H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)**

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities providing free naloxone to anyone in the community.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Supporting screening for fentanyl in routine clinical toxicology testing.

## **PART THREE: OTHER STRATEGIES**

### **I. FIRST RESPONDERS**

In addition to items in section C, D and H relating to first responders, support the following:

1. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

#### **J. LEADERSHIP, PLANNING AND COORDINATION**

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

#### **K. TRAINING**

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

#### **L. RESEARCH**

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.

3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g., Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (“ADAM”) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

\*As used in this Schedule A, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

\*\* As used in this Schedule B, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.