

SUBRECIPIENT AGREEMENT

**BETWEEN
COUNTY OF SANTA BARBARA
AND
Good Samaritan Shelter**

**Hedges House of Hope Emergency Shelter
Homekey**

THIS AGREEMENT is made and entered into by and between the County of Santa Barbara ("COUNTY"), a political subdivision of the State of California, and **Good Samaritan Shelter** ("SUBRECIPIENT"), a California nonprofit public benefit corporation, whose address is 400 W. Park Avenue, Santa Maria, CA 93456.

WITNESSETH THAT:

WHEREAS, the Homekey Program ("Program" or "Homekey") has been authorized by the State of California pursuant to the Multifamily Housing Program, Chapter 6.7, commencing with Section 50675 of Part 2 of Division 31 of the Health and Safety Code; and

WHEREAS, the Program is administered by the California Department of Housing and Community Development (HCD), and has made approximately \$736 million (FY 2022-23) in grant funding available to local public entities, including cities, counties, or other local public entities, such as housing authorities within California; and

WHEREAS, Of the \$736 million in Homekey funding, \$435 million is derived from the Coronavirus State Fiscal Recovery Fund (CSFRF) established by the federal American Rescue Plan Act of 2021 (ARPA) (Public Law 117-2) and \$301 million is State General Fund; and

WHEREAS, On January 4, 2022, the County was awarded \$6,995,093 in Program funds ("Homekey Funds") for Hedges House of Hope (HHH) interim housing project capital improvements and operations ("Project") pursuant to a Standard Agreement by and among the State, COUNTY, and SUBRECIPIENT dated March 4, 2022 ("Standard Agreement"); and

WHEREAS, California Code, Health and Safety Code - HSC § 50675.1.1.a.7 authorizes funds to be used for operating subsidies for units purchased, converted, or altered with Homekey funds; and

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

WHEREAS, SUBRECIPIENT agrees, and has the organizational capacity, to perform all required State, federal, and County reporting and compliance responsibilities relating to the Homekey Funds.

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

I. SCOPE OF SERVICES

A. General

All services to be provided by SUBRECIPIENT hereunder ("Services"), including, but not limited to, those described in the Scope of Services attached hereto and incorporated herein as Exhibit A ("Scope of

Services”) shall be performed in Santa Barbara County. All Services shall be provided under the supervision of SUBRECIPIENT’s Executive Director, who shall ensure that the background and qualifications of SUBRECIPIENT and SUBRECIPIENT’s staff and subcontractors providing Services comport with all applicable licensing, training, and permitting requirements.

B. Services

1. Eligible Activities

Activities funded by the Program are limited to eligible activities and providing specified services, as defined by State law, including, but not limited to, California Code, Health and Safety Code - HSC § 50675.1.1 and other applicable laws. Per Health and Safety Code Section 50675.1.1, any housing-related activities funded with Homekey funds must be in compliance with Housing First, as described in Chapter 6.5 (commencing with Section 8255) of Division 8 of the Welfare and Institutions Code, including, but not limited to, use of a homelessness coordinated entry system, housing first practices, and progressive engagement practices. Individuals and families assisted with these funds must not be required to receive treatment or perform any other prerequisite activities as a condition for receiving shelter, housing, or other services for which Homekey Funds are used.

2. Services to be Provided

SUBRECIPIENT shall be responsible for operating the Shelter and providing essential services in accordance with best practices, as set forth in Exhibit A.

C. Staffing

Only the salary and benefits listed in the budget attached hereto as Exhibit B (“Budget”), if any, are eligible for reimbursement. No changes in the positions whose salary and benefits are eligible for reimbursement hereunder shall be effective unless memorialized in a written amendment to this Agreement duly executed by all of the parties hereto. All Services shall be performed by SUBRECIPIENT. SUBRECIPIENT represents that it possesses the professional and technical personnel required to perform the Services required by this Agreement. SUBRECIPIENT shall perform all Services in a manner commensurate with best practices.

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

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

D. Levels of Accomplishment – Goals and Performance Measures

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

E. Performance Monitoring

SUBRECIPIENT shall be responsible for providing all Services in a manner satisfactory to COUNTY. In addition, COUNTY shall review the performance of SUBRECIPIENT with respect to applicable Homekey requirements and its related implementing regulations, guidance and rules. COUNTY may monitor the performance of SUBRECIPIENT against the goals and performance measures set forth in Section I.D of

this Agreement and Exhibit A. SUBRECIPIENT's failure to meet any such goals and performance measures as determined by COUNTY in its sole discretion shall constitute a breach of this Agreement. If action to correct such breach is not taken by SUBRECIPIENT within seven (7) days after being notified by COUNTY, the COUNTY may terminate or suspend this Agreement in accordance with to Section VI.F of this Agreement.

F. COUNTY Recognition

SUBRECIPIENT shall ensure recognition of the role of COUNTY in providing the Homekey Funds made available under this Agreement. All activities, facilities, and items funded using Homekey Funds 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 Homekey funds made available under this Agreement.

II. TERM

A. Term; Time of Performance

The term of this Agreement shall begin on September 10, 2024 ("Effective Date"), and shall terminate on March 31, 2026, subject to annual appropriations and budget approval, unless earlier suspended or terminated in accordance with the provisions of this Agreement, or there are insufficient Homekey funds available for any reason. All Services to be performed hereunder may commence on the Effective Date and shall be completed during the Term. Any Homekey Funds not expended by March 31, 2026 will no longer be available to the SUBRECIPIENT.

B. Close-outs

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

III. BUDGET

The maximum amount payable by COUNTY hereunder shall not exceed \$1,419,136 ("Maximum Contract Amount"), in accordance with the Budget attached hereto as Exhibit B. COUNTY may require a more detailed budget breakdown than the one set forth in the Budget, and SUBRECIPIENT shall provide such supplementary budget information within one (1) week of COUNTY's request, and in the form and content prescribed by COUNTY.

SUBRECIPIENT represents and warrants that the Budget is accurate and includes only allowable costs eligible for reimbursement hereunder and using the Homekey Funds in accordance with the Homekey Program guidelines and all Applicable Laws, including, but not limited to, 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and all subparts and appendices, as applicable ("Eligible Expenses"). Budget line items and all reimbursement requests submitted by SUBRECIPIENT hereunder shall be in sufficient detail to provide a sound basis for COUNTY to effectively monitor SUBRECIPIENT's performance under and compliance with this Agreement.

SUBRECIPIENT further agrees to utilize Homekey Funds available under this Agreement to supplement rather than supplant funds otherwise available.

IV. PAYMENT

Drawdowns for the reimbursement of Eligible Expenses shall be made in accordance with the Budgets. No more than once per quarter, SUBRECIPIENT may request reimbursement for Eligible Expenditures. To request reimbursement of Eligible Expenses hereunder, SUBRECIPIENT must submit a completed Expenditure Summary and Payment Request ("ESPR") in the form attached hereto as Exhibit C, together with proper support documentation for services described in Sections I.A and I.B and staff salaries and benefits described in Section I.C and performance data required in Sections I.D, VII.B.1, VII.B.2, and VII.C of this Agreement. No costs shall be invoiced or billed except for Eligible Expenditures authorized in the Budget as set forth in Exhibit B. The itemized costs shall be of sufficient detail to provide a sound basis for COUNTY to effectively monitor compliance with this Agreement. COUNTY shall review the claim and shall reimburse SUBRECIPIENT for Eligible Expenditures within thirty (30) days after receiving SUBRECIPIENT's complete and correct ESPR. COUNTY's payments to SUBRECIPIENT are contingent upon certification of SUBRECIPIENT's financial management system in accordance with the standards specified in 2 CFR Part 200 and the Certification of Standards for Financial Management Systems attached hereto as Exhibit G.

V. NOTICES

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

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

COUNTY

Joseph Dzvonik, Deputy Director
County of Santa Barbara
Community Services Department
Housing and Community Development Division
123 E. Anapamu St., Second Floor
Santa Barbara, CA 93101
Office: (805) 568-3520
Fax: (805) 560-1091

SUBRECIPIENT

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

VI. GENERAL CONDITIONS

A. General Compliance

SUBRECIPIENT agrees to comply with the requirements of Health and Safety Code, Division 31, Part 1, Chapter 6, commencing with Section 50216; the State Terms and Conditions, attached hereto and incorporated herein as Exhibit E, the Homekey Notice of Funding Availability ("NOFA"), the Standard Agreement, and all other applicable federal, State, and local laws, regulations, ordinances, orders, rules, guidelines, directives, circulars, bulletins, notices and policies ("Applicable Laws"). The judgment of any court of competent jurisdiction, or the admission of SUBRECIPIENT in any action or proceeding against SUBRECIPIENT, whether COUNTY is a party thereto or not, that SUBRECIPIENT has violated any Applicable Law, shall be conclusive of that fact as between SUBRECIPIENT and COUNTY. SUBRECIPIENT shall provide the Services in compliance with all Applicable Laws and this Agreement.

1. SUBRECIPIENT agrees to comply with the requirements of Homekey and related regulations, and guidance issued by the State regarding the foregoing. SUBRECIPIENT also agrees to comply

with all other Applicable Laws, and SUBRECIPIENT shall provide for such compliance by other parties in any agreements SUBRECIPIENT enters into with other parties relating to or arising out of this Agreement or in any way funded or reimbursed using any Homekey Funds.

2. Federal regulations applicable to this Agreement include, but are not limited to, the following:
 - a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Agreement and subject to such exceptions as may be otherwise provided by Treasury, including, but not limited to:
 - i. 2 CFR 200.216 "Prohibition on certain telecommunications and video surveillance services or equipment"
 - ii. 2 CFR 200.322 "Domestic preferences for procurements"
 - iii. 2 CFR 200.323 "Procurement of recovered materials"
 - iv. Subpart F – Audit Requirements.
 - b. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25, is hereby incorporated by reference.
 - c. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - d. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirements for all covered transactions (Agreements and subrecipients described in 2 C.F.R. Part 180, subpart B) that any award of ARPA funds is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - e. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in Appendix XII to 2 C.F.R. Part 200 is hereby incorporated by reference.
 - f. Governmentwide Requirements for Drug-Free Workplace (Financial Assistance), 31 C.F.R. Part 20.
 - g. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - h. Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970 (42 U.S.C. Sections 4601-4655) and implementing regulations.
 - i. Generally applicable federal environmental laws and regulations.
3. Statutes and regulations prohibiting discrimination applicable to this Agreement include, but are not limited to, the following:
 - a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. Sections 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin in programs or activities receiving federal financial assistance;
 - b. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. Sections 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), which prohibits discrimination on the basis of disability in any program or activity receiving federal financial assistance;
 - d. The Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

- e. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. Sections 12131 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
4. In the event of SUBRECIPIENT's noncompliance with Homekey requirements or other Applicable Laws, additional conditions may be imposed on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. Section 200.339. In the case of a violation of Homekey requirements regarding the use of Homekey funds, previous payments shall be subject to recoupment as provided by Homekey requirements.

B. Independent Contractor

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

C. Insurance and Indemnification

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

D. Workers' Compensation

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

E. Changes or Amendments

No changes to this Agreement shall be effective unless made through a written amendment to this Agreement executed by COUNTY and SUBRECIPIENT. COUNTY and SUBRECIPIENT may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, are executed in writing, and signed by a duly authorized representative of each party. No such amendment shall invalidate any parts of this Agreement that are not changed by such amendment, or relieve or release either of COUNTY or SUBRECIPIENT from such party's obligations under this Agreement that are not changed by such amendment. SUBRECIPIENT agrees to not unreasonably withhold its approval of any amendments proposed by COUNTY that are necessary in order to conform with federal, state, or local governmental laws, regulations, ordinances, orders, rules, directives, circulars, bulletins, notices, guidelines, policies and available funding amounts.

Any amendments to this Agreement must be approved and executed by the Chair of the Board of Supervisors, except that the Director of the COUNTY's Community Services Department 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 Homekey funds awarded to the COUNTY by the State; provided, however, that (i) any increase in the Maximum Contract Amount hereunder shall not exceed 10% of the original Maximum Contract Amount, (ii) in no event shall the Maximum Contract Amount be increased to an amount in excess of the amount of the Homekey funds available to the COUNTY.
2. Changes to, additions, or deletions of line items set forth in the Budget, provided that such line item in the Budget as so amended, and all expenditures under this Agreement, must be eligible for reimbursement with Homekey funds pursuant to Homekey regulations and all other Applicable Laws. In no event shall an amendment be made pursuant to this subsection 6.E.2 that will result in any change to the Scope of Services attached hereto as Exhibit A.
3. Extend the Term beyond March 31, 2026; provided, however, that no such amendment may extend the Term beyond June 30, 2026. 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 Homekey Program any other United States Department of Housing and Urban Development ("HUD") or State regulations, notices, or other direction, or with any other Applicable Laws.
4. Administrative changes to the Agreement that are necessary in order to conform with federal, State, or local governmental laws, regulations, ordinances, orders, rules, directives, circulars, bulletins, notices, guidelines, policies, and available funding amounts and Applicable Laws.

F. Suspension or Termination

COUNTY may suspend or terminate this Agreement if SUBRECIPIENT fails to comply with any Applicable Laws, the Standard Agreement, the Homekey Funds application(s) submitted by SUBRECIPIENT and/or COUNTY, the Homekey NOFA, or any terms of this Agreement, including, but not limited to, the following:

- Failure to comply with any Applicable Laws or other laws, rules, regulations, ordinances, provisions, orders, guidelines, policies, circulars, bulletins, notices or directives referred to herein, or as may become applicable at any time;
- Failure, for any reason, of SUBRECIPIENT to fulfill its obligations under this Agreement;
- Ineffective or improper use of Homekey Funding provided under this Agreement;
- Actions or behavior by or on behalf of SUBRECIPIENT or any of SUBRECIPIENT's contractors, subcontractors, employees, agents, representatives, officers, or directors that undermines the integrity of the Project, including, but not limited to, client, child or staff endangerment, inappropriate or reckless behavior, and health code violations; or
- Submittal of reports that are false or that are incorrect or incomplete in any material respect.

1. Termination by COUNTY

COUNTY may, by written notice to SUBRECIPIENT, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of SUBRECIPIENT to fulfill the obligations herein.

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

- b. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state, or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY shall notify SUBRECIPIENT of such occurrence, and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Upon termination of this Agreement, COUNTY shall have no obligation to make payments with regard to and period thereafter.
- c. **For Cause.** Should SUBRECIPIENT default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, SUBRECIPIENT shall immediately discontinue all Services (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date such notice is given by COUNTY, unless the notice directs otherwise.

2. Termination by SUBRECIPIENT

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

- a. Upon termination, SUBRECIPIENT shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by SUBRECIPIENT in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permits SUBRECIPIENT to retain.
- b. If the State demands reimbursement from COUNTY for all or any part COUNTY's payments to SUBRECIPIENT ("disallowed payment(s)") in connection with any act or omission by or on behalf of SUBRECIPIENT, including, but not limited to, failure to comply with the terms of the State's award to COUNTY, the Standard Agreement, assurances in applications, NOFA, this Agreement, or any Applicable Law, regulation, ordinance, order, rule, directive, circular, bulletin, notice, guideline, or policy referred to herein, or as may become applicable at any time, SUBRECIPIENT shall promptly fully and completely reimburse COUNTY in the total amount of all such disallowed payments.

G. Enforcement of Homekey Requirements

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

H. Grievance Procedures; Project Participant Termination

SUBRECIPIENT shall ensure that the Project at all times during the Term meets all requirements set forth in California Civil Code § 1954.09(a)(1)—1954.09(a)(5)(C) (a copy of which attached hereto as Exhibit I for ease of reference), including, but not limited to, establishment and implementation of a

termination policy and grievance process. All Project participants shall be entitled to all of the following in accordance with California Civil Code § 1954.091(b)(2)(C)-(F):

- (a) Receipt of a written termination policy.
- (b) Disclosure of a termination notice procedure.
- (c) Thirty days' notice prior to termination, except as described in Section 1954.09.

(d) Right to appeal termination pursuant to the grievance policy required by Section 1954. SUBRECIPIENT shall maintain documentation of all grievances and disagreements that Program participant(s) have with another participant(s) or with SUBRECIPIENT's personnel during the Term, including a description of each grievance and of the resolution or disposition of such grievance, which documentation shall be retained in a central dispute or grievance file maintained by SUBRECIPIENT, and which shall be made available to COUNTY upon request.

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

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

2. Cost Principles

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

3. Indirect Costs

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

4. Procurement

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

5. Travel

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

6. Administrative Requirements

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

B. Documentation and Record Keeping

1. Records to Be Maintained

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

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

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

2. Client Data

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

3. Maintenance of and Access to Records

- a. SUBRECIPIENT shall maintain records and financial documents sufficient to evidence compliance with Homekey requirements, all regulations implementing Homekey, and guidance regarding the eligible uses of Homekey funds.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of SUBRECIPIENT in order to conduct audits or other investigations.
- c. Records shall be maintained by SUBRECIPIENT for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
- d. Notwithstanding the above, if there is litigation, claims, demands, audits, negotiations, disputes, or other actions that involve any of the records and that have started before the expiration of the required retention period, then such records must be retained

until completion of the actions and final resolution of all issues, or the expiration of the required retention period, whichever occurs later.

4. Ownership of Documents

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

5. Disclosure

SUBRECIPIENT understands that Project participant and client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of COUNTY or SUBRECIPIENT’s responsibilities with respect to Services provided under this Agreement, may be prohibited under federal or state law unless written consent is obtained from such person receiving services and, in the case of a minor, that of a responsible parent/guardian. COUNTY shall disclose any information required by state or federal law, unless there is an applicable exception.

6. Audits and Inspections

Any deficiencies, audit findings, or required corrective actions noted in audit reports must be fully cleared by the SUBRECIPIENT within 30 days after receipt by SUBRECIPIENT unless a longer time period is agreed upon in writing by the COUNTY and the auditing Federal entity, if required. SUBRECIPIENT hereby agrees to have an annual program-specific audit conducted by a certified public accountant in accordance with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and current COUNTY policy and requirements concerning audits.

As this Agreement exceeds ten thousand dollars (\$10,000.00), SUBRECIPIENT shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under this Agreement (Cal. Govt. Code Section 8546.7). SUBRECIPIENT shall participate in any audits and reviews, whether by COUNTY, the State, or the Federal government at no charge to COUNTY.

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

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

7. Access to Records

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

C. Reports

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

VIII. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

1. Nondiscrimination

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

B. Employment Restrictions

1. Labor Standards Requirements

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

C. Conduct

1. Assignability

SUBRECIPIENT shall not assign or transfer, in whole or in part, directly or indirectly, by operation of law or otherwise, this Agreement or any of SUBRECIPIENT's rights or obligations hereunder ("Transfer") without the prior written consent of COUNTY in each instance, and any attempted Transfer without such consent shall be voidable and without legal effect in the sole discretion of County and shall constitute grounds for termination of this Agreement by COUNTY; provided, however, that claims for money due or to become due to SUBRECIPIENT from COUNTY under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval, provided that notice of any such assignment or transfer shall be furnished promptly to COUNTY.

2. Contracts and Subcontracts

a. Approvals

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

b. Monitoring

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

c. Content

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

d. Selection Process

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

e. Insurance

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

3. Conflicts of Interest

SUBRECIPIENT agrees to abide by and keep records to show compliance with the organizational and individual conflicts of interest provisions of 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and State conflict of interest laws and guidelines, which include, but are not limited to, the following:

- a. All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, shall result in this Agreement being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code sections 1090 et seq. and Public Contract Code, sections 10410 and 10411, for State conflict of interest requirements.
- b. Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State Employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
- c. Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
- d. Employees of the SUBRECIPIENT shall comply with all applicable provisions of law pertaining to conflicts of interest, including, but not limited to, applicable conflict of interest provisions of the California Political Reform Act, Government Code sections 87100 et seq.
- e. The provision of any type or amount of Homekey assistance may not be conditioned on an individual or family's acceptance or occupancy of emergency shelter or housing owned by SUBRECIPIENT, or a parent or subsidiary of SUBRECIPIENT. SUBRECIPIENT may not, with respect to individuals or families occupying housing owned by SUBRECIPIENT, or any parent or subsidiary of SUBRECIPIENT, carry out the initial evaluation required under Homekey guidelines and, any other Applicable Laws.
- f. SUBRECIPIENT shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, agents, or consultants engaged in the award and administration of contracts supported by federal funds.
- g. No employee, officer, agent, or consultant of SUBRECIPIENT shall participate in the selection, award, or administration of a contract supported by Homekey funds if a conflict of interest, real or apparent, would be involved.
- h. No covered persons who exercise or have exercised any functions or responsibilities with respect to Homekey-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 Homekey-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 Homekey-funded activity, or with respect to the proceeds derived from the Homekey-funded activity, either for themselves or those with whom they

have business or family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the State or Federal government, COUNTY, SUBRECIPIENT, or any designated public agency.

SUBRECIPIENT must promptly disclose to the COUNTY, in writing, any and all potential and actual conflicts of interest.

4. Lobbying

SUBRECIPIENT hereby certifies that:

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

5. Copyright

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

COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, and any material necessary for the practical use of the data and/or documents from the time of collection and/or production whether or not performance under this Agreement is completed or

terminated prior to completion. SUBRECIPIENT shall not release any materials under this section except after prior written approval of COUNTY.

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

6. Conditions for Religious Organizations

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

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

7. Drug-Free Workplace

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

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

- c. Provide, as required by Government Code section 8355, subdivision (a)(3), that every employee and/or subcontractor who works under this Agreement:
 1. Will receive a copy of SUBRECIPIENT'S drug-free policy statement, and
 2. Will agree to abide by the terms of SUBRECIPIENT'S statement as a condition of employment on the Agreement, contract, or subcontract.

8. Child Support Compliance Act

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

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

IX. ENVIRONMENTAL CONDITIONS

A. Air and Water

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

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

B. Flood Disaster Protection

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

C. Lead-Based Paint

SUBRECIPIENT agrees to comply with the requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C., §§ 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C., §§ 4851-4856), and implementing regulations set forth in 24 CFR Part 35, subparts A, B, H, J, K, M, and R, that apply to all shelters assisted under the Agreement and all housing occupied by program participants. All owners, prospective owners, tenants, and program participants occupying, possessing or using Homekey -assisted housing constructed prior to 1978 are required to be properly notified that such housing may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under age seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of federal funds applied to a property, paint testing, risk assessment, treatment and/or

abatement may be conducted. Exemptions from these requirements are enumerated in 24 CFR Section 35.115.

D. Historic Preservation

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

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

E. California Environmental Quality Act

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

X. SEVERABILITY

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

XI. SECTION HEADINGS AND SUBHEADINGS

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

XII. WAIVER

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

XIII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the COUNTY and the SUBRECIPIENT with respect to the Homekey Funds and the Services, and it supersedes all prior and contemporaneous communications and proposals, whether electronic, oral, or written between the COUNTY and the SUBRECIPIENT with respect to same. Each party hereto waives the future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or change by any oral agreements, course of conduct, waiver or estoppel.

XIV. REMEDIES NOT EXCLUSIVE

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

XV. TIME IS OF THE ESSENCE

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

XVI. NONEXCLUSIVE AGREEMENT

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

XVII. CALIFORNIA LAW

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

XVIII. EXECUTION OF COUNTERPARTS

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

XIX. AUTHORITY

Each party to this Agreement warrants and represents that such party has the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such party, and that all formal and corporate requirements necessary or required, including, but not limited to, by any state and/or federal law, in order to effectively and legally enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, SUBRECIPIENT hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which SUBRECIPIENT is obligated.

XX. PRECEDENCE

Any 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 F
- B. Exhibit E
- C. The numbered sections I through XX of this Agreement
- D. Exhibit B
- E. Exhibit A
- F. Other exhibits

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date set forth above.

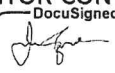
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MONA MIYASATO
CLERK OF THE BOARD

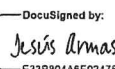
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COUNTY OF SANTA BARBARA:

By: 
Deputy Clerk

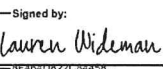
By: 
Steve Lavagnino, Chair
Board of Supervisors

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

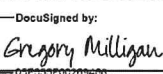
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Jesús Armas
Community Services Director

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

By: 
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Deputy County Counsel

APPROVED AS TO FORM:
GREG MILLIGAN
RISK MANAGEMENT

By: 
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Risk Manager

“SUBRECIPIENT”
Good Samaritan Shelter

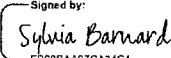
By:  Signed by:
 EB00BAA87CA34C1
Sylvia Barnard, Executive Director

EXHIBIT A

Scope of Services
Homekey Funding

Project Title:	Hedges House of Hope Emergency Shelter
Maximum Contract Amount:	\$ 1,419,136
Term:	September 10, 2024 – March 31, 2026

A. INTRODUCTION

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

B. PROJECT DESCRIPTION

1. Purpose

The purpose of the Agreement is to provide funding for the essential services and operations for the Hedges House of Hope shelter operated by SUBRECIPIENT ("Shelter").

2. Services

a. General

Services shall be provided by SUBRECIPIENT under the supervision of the Executive Director who shall ensure that the background and qualifications of SUBRECIPIENT's personnel providing Services are appropriate for Project participants and comply with all applicable licensing, training, reporting, and permitting requirements.

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

Services include operations and essential services such as case management. Case management and other support staff shall identify the barriers to housing. Case managers shall work with the shelter guests to resolve those barriers with urgency.

b. Shelter Services

SUBRECIPIENT shall operate Interim Housing established at the Site and shall provide the following services for temporary emergency shelter and system navigation:

- Essential Services for individuals in the emergency shelter. Component services generally consist of case management, child care, education services, employment assistance and job training, outpatient health services, legal services, life skills training, mental health services, substance abuse treatment services, Coordinated Entry System assessment, and transportation.
- Interim Housing Operations, including maintenance, security, fuel, equipment, insurance, utilities, and furnishings.
- Services shall be provided 24 hours per day, seven days per week through June 30, 2026 unless written notice is provided from the County. The County reserves the right to close the interim housing at any time by giving notice to the provider.

3. State Regulatory Information

SUBRECIPIENT shall be responsible for providing Services in a manner satisfactory to COUNTY and consistent with any standards required as a condition of receiving Homekey Funds hereunder. All Services must be compliant with State law, including, but not limited to, California Code, Health and Safety Code - HSC § 50675.1.1.

a) Coordinated Entry System (CES)

SUBRECIPIENT shall use coordinated entry as a process to quickly identify, assess, refer, and connect individuals, youth including parenting and pregnant youth, and families in crisis to housing and services. SUBRECIPIENT shall serve as an access point to the Coordinated Entry System, by having office hours and staff available to conduct assessments and provide referrals. SUBRECIPIENT must be integrated within the local CES.

b) Homeless Management Information Systems

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

c) California's Housing First Policy – Core Practices and Core Components

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

d) Eligible Populations

The minimum eligibility criteria for participants is to meet the definition of homeless cited in [24 CFR 578.3](#). **Goals and Performance Measures**

e) Goals and Performance Measures

Goals

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

Emergency Shelter

	Goal
Total number of beds	50
Total number of bed-nights made available	18,250
Total unduplicated number of persons served	70

Performance Measures

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

Emergency Shelter

	Goal
% of participants will move into permanent housing at project exit	30%
% of adult participants gaining new or increasing existing earned income at project exit	25%
% of adult participants will obtain non-cash benefits at project exit	25%
% of participants who move into transitional housing or permanent housing (including RRH) will remain housed for 1 year	85%

C. DATA COLLECTION AND REPORTING

1. General

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

2. Report Schedule

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

Period	Due Date
September 10, 2024-September 30, 2024	October 20, 2024
October 1, 2024– December 31, 2024	January 20, 2025
January 1, 2025 – March 31, 2025	April 20, 2025
April 1, 2025 – June 30, 2025	July 20, 2025
July 1, 2025 – September 30, 2025	October 20, 2025
October 1, 2025 – December 31, 2025	January 20, 2026
January 1, 2026– March 31, 2026	April 20, 2026

3. Report Content

Each Status Report must contain all of the following:

- a. Homekey Subrecipient Report generated from the Santa Barbara County Homeless Management Information System (HMIS);
- b. Data on goals and permanent measures as set forth in Section B.3 above;
- c. Data on funding received for the Project from all sources; and
- d. Signature of SUBRECIPIENT's Executive Director or his or her designee attesting to the accuracy of the information submitted.

EXHIBIT B

Budget and Payment Procedures

Project Title: Hedges House of Hope Emergency Shelter
Maximum Contract Amount: \$ 1,419,136
Time of Performance: September 10, 2024 – March 31, 2026

A. INTRODUCTION

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

B. BUDGET

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

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

Changes to Revenue or Expenditure line items to be used for eligible Homekey expenditures require amendment of this Agreement. The Maximum Contract Amount may not be changed, except by a duly executed amendment of the Agreement.

C. PAYMENT REQUESTS

Each reimbursement request must include all of the following:

1. A complete and accurate ESPR, containing an itemized list of Eligible Expenditures for which reimbursement is requested hereunder. 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
 - ☐ Procurement support documentation

Attachment B-1



Homekey

Project Budget - Revenues

Project Title Hedges House of Hope
 Applicant Name Good Samaritan Shelter

Revenue and Expense budgets should reflect the *entire program budget* for the specific project for which Homekey funds are requested. Total Revenue and Expenses should match.

Please specify the source of "Other Federal Funds" and "Other State Funds".

Revenue

Source	Total Program Budget	Homekey	Other
Homekey	\$ 1,419,136	\$ 1,419,136	
CDBG - Cities (SB = Human Services Funds)	\$ -		
CDBG - County	\$ -		
CoC Program	\$ -		
HOME - Cities	\$ -		
HOME - County	\$ -		
Other Federal Funds:	\$ -		
Other Federal Funds:	\$ -		
Other State Funds	\$ -		
Other State Funds	\$ -		
County Human Services Funds	\$ -		
Other Local Funds	\$ 433,854		\$ 433,854
Private Trusts and Foundation Funds	\$ -		
Fundraising Events	\$ -		
Donations	\$ -		
Client Fees	\$ -		
Other (specify source below)			
	\$ -		
	\$ -		
	\$ -		
	\$ -		
	\$ -		
Total Revenue	\$ 1,852,990	\$ 1,419,136	\$ 433,854

Attachment B-2



State of California
Homekey

Project Budget - Expenses

Project Title Hedges House of Hope Emergency Shelter Center
 Applicant Name Good Samaritan Shelter
 Term Period: 18 months
 Expenses

Expense	Total Program Budget	Homekey	Other
Salaries, Benefits, and Payroll Taxes - Provide detail for all program staff. Add lines as needed.			
Program Manager 1 FTE @ 100% - \$78,624/year	\$ 117,936	\$ 117,936	\$ -
Shelter Staff 8.5 FTE@ 100% - \$43,680/year	\$ 458,640	\$ 458,640	\$ -
Case Manager 2 FTE @ 100% - \$58,968/year	\$ 176,904	\$ 88,452	\$ 88,452
Program Director 1FTE @10% \$99,840/year	\$ 14,976	\$ -	\$ 14,976
			\$ -
Employee Benefits and Payroll Taxes 25%	\$ 192,114	\$ 166,257	\$ 25,857
Client Services and Assistance			
Auto Expenses/Transport	\$ 23,600	\$ 11,800	\$ 11,800
Contracted- Cleaning/IT/Other	\$ 27,000	\$ 13,500	\$ 13,500
Contracted/Prof Services Security	\$ 216,000	\$ 174,816	\$ 41,184
Insurance	\$ 43,000	\$ 21,500	\$ 21,500
Office Expense/Supplies	\$ 9,000	\$ 9,000	\$ -
Program Supplies Food	\$ 20,000	\$ 20,000	\$ -
Program Catered Meals Dinners 50 residents	\$ 211,275	\$ 105,638	\$ 105,638
Program Supplies	\$ 42,000	\$ 21,000	\$ 21,000
Repairs & Maintenance	\$ 30,000	\$ 30,000	\$ -
Telephone/Internet	\$ 10,000	\$ 10,000	\$ -
Util - Electricity	\$ 23,031	\$ 23,031	\$ -
Util - Heat (Gas)	\$ 4,982	\$ 4,982	\$ -
Util - Water/Sewer	\$ 13,573	\$ 13,573	\$ -
	\$ -		
	\$ -		
	\$ -		
	\$ -		
	\$ -		
Other (specify below)			
	\$ -		
Indirect Costs 10% actual 13.4% (Must only include % of eligible co	\$ 218,960	\$ 129,012	\$ 89,948
Total Expenses	\$ 1,852,990	\$ 1,419,136	\$ 433,854

TOTAL:

Narrative (optional)

Attachment B-3

**Attachment to Subrecipient Agreement between
County of Santa Barbara
and
Good Samaritan Shelter
Homekey Interim Housing**

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

DUNS Number 023282457

If your agency or organization:

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

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

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

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

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

Signature: _____

Date: _____

Title: _____

HOMMEKEY

County of Santa Barbara Community Services Department

Phone #: 805-568-3524

PO/Contract #:
HCD Project #:
IDIS Project ID:

Exhibit C

FIN CODE	Program Component	Budget Category	Budget	Previous Drawdowns	Requested Drawdown	New Available Balance
	Emergency Shelter	Staff Costs	\$ 831,285.00		\$ -	\$ 831,285.00
	Emergency Shelter	Operations Non-Staff Costs	\$ 458,839.00		\$ -	\$ 458,839.00
	Emergency Shelter	Indirect Costs	\$ 129,012.00		\$ -	\$ 129,012.00
					\$ -	
		TOTAL	\$ 1,419,136.00	\$ -	\$ -	\$ 1,419,136.00

☐ Check this box if this is the final payment.

Certification

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

Signature _____ Date _____

Exhibit D

HOMEKEY

Quarterly Status Report

County of Santa Barbara
Community Services Department

Instructions: Submit this status report to Miriam Moreno, Homelessness Assistance Programs Specialist, by email mmoreno@countyofsb.org.

Quarter 1

☐ September 1, 2024 – September 31, 2024

Quarter 5

☐ July 1, 2025– September 30, 2025

Quarter 2

☐ October 1, 2024 – December 31, 2024

Quarter 6

☐ October 1, 2025 – December 31, 2025

Quarter 3

☐ January 1, 2025 – March 31, 2025

Quarter 7

☐ January 1, 2026 – March 31, 2026

Quarter 4

☐ April 1, 2025– June 30, 2025

Agency

Good Samaritan Shelter

Project

Hedges House of Hope Emergency Shelter

Contract #

Contact Person

Hector Giron

Phone Number

805-623-5304

Email Address

hgiron@goodsamaritanshelter.org

1. ESG Subrecipient Report

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

2. Accomplishments

Goals

	Goal	Quarter	Year-to-Date
EMERGENCY SHELTER			
Year-around beds	50		
Number of bed-nights made available	18,250		
Unduplicated number of persons served	70		

Performance Measures

	Goal (%)	Quarter			Year-to-Date		
		Universe (#)	# Meeting Target	% Meeting Target	Universe (#)	# Meeting Target	% Meeting Target
EMERGENCY SHELTER							
% of adult participants who will move into Permanent Housing at project exit	30%						
% of adult participants gaining new or increasing existing earned income at project exit	25%						
% of adult participants will obtain non-cash benefits at project exit	25%						
% of adult participants who move into transitional housing or permanent housing (including RRH) remaining housed for 1 year	85%						

1

Homekey Subrecipient Agreement – Hedges House of Hope

30

HOMEKEY

Quarterly Status Report

County of Santa Barbara
Community Services Department

Narrative

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.

3. Race & Ethnicity Data

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

HOMEKEY

Quarterly Status Report

County of Santa Barbara
Community Services Department

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

4. Project Funding

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

HUD Funds

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

Other Funds

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

5. Additional Comments

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

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

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

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

Federal Terms and Conditions

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

A. Equal Opportunity

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

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

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

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

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

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

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

C. Compliance with Labor Standard Provisions

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

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

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

E. Requirements and Regulations pertaining to Data and Design

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

F. Requirements and Regulations Pertaining to Reporting

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

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

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

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

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

I. CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS REQUIREMENTS

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

A. Use of Funds

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

- (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
 - (b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
 - (c) See Public Law 115-232, section 889 for additional information.
 - (d) See also § 200.471.
- b. 2 CFR 200.322 “Domestic preferences for procurements”
 - (a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
 - (b) For purposes of this section:
 - (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- c. 2 CFR 200.323 “Procurement of recovered materials”

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

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

d. Subpart F – Audit Requirements.

G. Pre-award Costs.

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

H. Administrative Costs.

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

I. Hatch Act.

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

J. False Statements.

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

K. Criminal Disclosure.

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

L. Publications.

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

M. Debts Owed the Federal Government.

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

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

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

N. Disclaimer.

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

O. Protection for Whistleblowers.

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

P. Increasing Seat Belt Use in the United States.

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

Q. Reducing Text Messaging While Driving.

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

EXHIBIT F

Indemnification and Insurance Requirements

(For All Contracts with Good Samaritan)

INDEMNIFICATION

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

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

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

SUBRECIPIENT shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the SUBRECIPIENT, 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 SUBRECIPIENT 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 SUBRECIPIENT'S profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the SUBRECIPIENT 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 SUBRECIPIENT. 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 SUBRECIPIENT including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the SUBRECIPIENT'S insurance at least as broad as ISO Form 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 SUBRECIPIENT'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 SUBRECIPIENT'S insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Mutual Waiver of Workers' Compensation Subrogation Rights** – Notwithstanding anything in this Agreement to the contrary, COUNTY hereby releases and waives unto SUBRECIPIENT, including its officers, directors, employees and agents, and SUBRECIPIENT 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, SUBRECIPIENT, 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 SUBRECIPIENT, 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 SUBRECIPIENT to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
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** – SUBRECIPIENT 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 SUBRECIPIENT'S obligation to provide them. The SUBRECIPIENT 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** – SUBRECIPIENT shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and SUBRECIPIENT shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
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 SUBRECIPIENT 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. SUBRECIPIENT agrees to execute any such amendment within thirty (30) days of receipt.

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

EXHIBIT G

Certification of Standards for Financial Management Systems

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

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

Subrecipient: **Good Samaritan Shelter**

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

Signature

Date

EXHIBIT H
Federal Award Identification Information

Table 1: Federal Award Information: County. The following Federal Award Information is provided in accordance with 2 CFR § 200.332.

Federal Award Identification		
1	Subrecipient Name	Good Samaritan Shelter
2	Subrecipient Unique Entity Number (DUNS; UEI Number)	023282457
3	Federal Award Identification Number (FAIN)	SLFRP5502
4	Federal Award Date	2021
5	Subaward Period of Performance & Budget Period-Start Date	September 10, 2024
6	Subaward Period of Performance & Budget Period-End Date	March 31, 2026
7	Amount of Federal Funds Obligated by this Action by Pass Through to Subrecipient	\$1,419,136
8	Total Amount of Federal Funds Obligated to Subrecipient by Pass Through Including Current Financial Obligation	\$1,419,136
9	Total Amount of Federal Award Committed to the Subrecipient by the Pass Through Entity	\$1,419,136
10	Federal Award Project Description	Emergency Shelter
11	Federal Awarding Agency	Department of the Treasury
12	Pass Through Entity	County of Santa Barbara
13	Contact Information for Awarding Official of Pass Through Entity	Mona Miyasato, County Executive Officer, (805) 568-3400
14	CFDA Number	21.027
15	CFDA Name	Coronavirus State and Local Fiscal Recovery Funds
16	Is Award for Research and Development?	No
17	Indirect Cost Rate for Award	15.5%
18	Requirements Imposed by Pass Through Entity	See Exhibit E of this Agreement, Coronavirus State and Local Fiscal Recovery Fund Requirements
19	Additional requirements- Financial and Performance Reports	See Exhibit E of this Agreement, Coronavirus Local Fiscal Recovery Fund, including Subsection B.
20	Access to Subrecipient Records	See Exhibit E of this Agreement, Coronavirus Local Fiscal Recovery Fund, including Subsection C.
21	Closeout Terms and Conditions	See Exhibit E of this Agreement, Closeouts.

Exhibit I

CA Civil Code Division 3 Chapter 2.4 1954.08 -1954.092

California Code, Civil Code - CIV § 1954.08

For the purposes of this chapter, the following definitions apply:

(a) "Harm-reduction" means a set of strategies, policies, and practices aimed at mitigating the negative social and physical consequences associated with various human behaviors, including, but not limited to, substance use, and that do not rely on punitive measures to gain program compliance.

(b) "Motel or hotel" means a dwelling unit, as defined by subdivision (c) of Section 1940, that an innkeeper retains a right of access to and control of, and that provides or offers all of the following services to all of the residents:

(1) Facilities for the safeguarding of personal property pursuant to Section 1860.

(2) Central telephone service subject to tariffs covering the same filed with the California Public Utilities Commission.

(3) Maid, mail, and room services.

(c) "Shelter program" means a city-, county-, continuum of care-, state-, or federally funded shelter, interim housing, motel voucher, or emergency shelter program in which the city, county, continuum of care, state, or federal governmental entity retains an oversight and accountability role in ensuring compliance with program regulations and proper program administration.

(d) "Shelter program administrator" means a city, county, or continuum of care entity that retains an oversight role in ensuring compliance with program regulations and proper program administration.

(e) "Shelter program operator" means a service provider agency that is contracting with a shelter program administrator to carry out the operations of the shelter program. A "shelter program operator" may include community-based service providers as well as public government agencies carrying out program operations.

(f) "Shelter program participant" means an occupant of a motel, hotel, or other shelter site whose occupancy is solely due to their participation in a shelter program.

(g) "Trauma-informed" means a set of practices that promote safety, empowerment, and healing in recognition that program participants may have experienced trauma that informs their experiences and responses

California Code, Civil Code - CIV § 1954.09

Section 1954.09 - [Effective until 1/1/2025] Requirements for shelter program

(a) Notwithstanding paragraph (1) of subdivision (b) of Section 1954.091, shelter program participants shall not have their continued occupancy in a motel, hotel, or shelter program constitute a new tenancy and shall not be considered persons who hire pursuant to Section 1940 for the purposes of Section 1161 of the Code of Civil Procedure, if the shelter program meets all of the following requirements:

(1) The shelter program adheres to the core components of Housing First, pursuant to subdivision (b) of Section 8255 of the Welfare and Institutions Code.

(2) The shelter program establishes, adopts, and clearly documents rules governing how and for what reasons a shelter program participant's enrollment may be terminated and the shelter program operator discloses the termination policy to program participants in writing, in plain language, at the commencement of their occupancy.

(A) Permissible reasons for termination shall include sexual assault, verbally or physically threatening behaviors, which rise to the level of a "direct threat" to persons or property, as defined in paragraph (3) of subdivision (b) of Section 12179 of Title 2 of the Code of California Regulations, physical violence to staff or other program participants, direct observation of participant engaging in illegal activity onsite, or time limits established by the shelter program.

(B) Terminations for reasons not stated in subparagraph (A) and any operational policies negotiated prior to the commencement of the shelter program shall be approved by the shelter program administrator and shared with their shelter program participants in a clearly labeled document.

(C) The shelter program administrator shall endeavor to ensure terminations are performed by the shelter program operator in a trauma-informed manner utilizing a harm-reduction approach, and shall ensure that the termination policies and procedures of the hotel, motel, and shelter program, including the required grievance procedure, comply with all applicable disability laws, including requirements for reasonable accommodation.

(3) The shelter program administrator establishes procedures regarding how a shelter program participant will be provided a written termination notice if a termination occurs and the shelter program operator discloses those procedures to shelter program participants in writing at the commencement of their occupancy.

(A) The shelter program operator shall provide the termination notice to the participant at least 30 days prior to the proposed termination or, if the underlying cause for a proposed termination constitutes a "direct threat," as defined in paragraph (3) of subdivision (b) of Section 12179 of Title 2 of the Code of California Regulations, the shelter program operator may remove the participant from the premises immediately, provided that the operator advises the participant of their right to utilize the grievance process described in paragraph (5).

(B) The termination notice shall contain a clear, plain-language statement of the reason for the termination, shall notify the participant of their right to request a reasonable accommodation if they are a qualified person with a disability, and shall notify the participant of their right to utilize the grievance process described in subparagraph (E).

(C) The established procedures developed regarding participant guideline violations shall include an escalation continuum that incorporates documented warnings and documented shelter program operator staff and participant problem solving methods prior to instituting terminations from the shelter program.

(4) The shelter program operator shall provide an exit plan upon termination of a shelter program participant that includes referrals to any available local shelter service for which the participant is eligible and the shelter program operator shall make a good faith, reasonable effort to facilitate an intake for that participant in an available bed or unit.

(A) The shelter program operator shall document good faith, reasonable efforts and shall make that documentation available upon request.

(B) The shelter program administrator, in cases where the grievance process is utilized, shall determine whether the shelter program operator's efforts constitute a good faith effort to facilitate a participant into an alternative available shelter site or program.

(C)(i) The shelter program administrator shall make good faith efforts to provide reasonable transportation accommodations upon termination of a shelter program participant from a program or upon transfer of a shelter program participant to an alternative available bed or unit.

(ii) In exigent circumstances that necessitate the presence of first responders, police, or fire department and render it infeasible to provide a termination letter at that time or coordinate a postexit plan, the shelter program operator shall create a termination letter that satisfies the above-described requirements and make that documentation available to participants within 24 hours of their request.

(5) The shelter program administrator shall establish a grievance process that complies with due process and the shelter program operator shall disclose the grievance process to occupants in writing, in plain language, at the commencement of their occupancy.

(A) The grievance process shall give shelter program participants a right to due process appeal through the shelter program administrator if the shelter program participant believes they were or are being wrongfully terminated from the program, and shall inform shelter program participants on how to access and initiate the grievance process.

(B)(i) Program participants shall be provided the opportunity to initiate the grievance process 30 days prior to their proposed termination date or at any point thereafter.

(ii) In cases where participants are subject to immediate removal based on circumstances that present a "direct threat," as defined in paragraph (3) of subdivision (b) of Section 12179 of Title 2 of the Code of California Regulations, participants shall be provided the opportunity to initiate the grievance process at the time of removal or at any point thereafter.

(C) If, following the grievance process, the proposed termination is not carried out, any participant already removed shall be granted the right to resume their participation in the program. If the shelter program operator is unable to place the individual in the original site, the shelter program operator shall facilitate a placement for the individual in an alternative available motel, hotel, or shelter site.

(b) Where a shelter program administrator is also the shelter program operator, the shelter program administrator is responsible for all of the duties described in subdivision (a).

(c) For properties that are being converted from use as a motel or hotel, or from use as a shelter, interim housing, emergency shelter, or other interim facility to a permanent housing site, paragraph (2) shall not apply to occupants of the site from the date that the site receives a certificate of occupancy as a permanent housing site.

California Code, Civil Code - CIV § 1954.091

Section 1954.091 - [Effective until 1/1/2025] Duration of occupancy; tenant rights or protections

(a) Section 310.3 of Chapter 3 (commencing with Section 301.1) of Part 2 of Title 24 (the California Building Standards Code) of the California Code of Regulations shall not be interpreted to restrict the duration of occupancy for shelter program participants.

(b)(1) This chapter shall not be interpreted to either confer or deny any tenant rights or protections for persons who hire pursuant to Section 1940, or any rights that the tenant may otherwise be entitled to under any applicable federal, state, or local law.

(2) Notwithstanding paragraph (1), a shelter program participant of a shelter program that complies with the requirements described in Section 1954.09 shall be entitled to all of the following:

(A) A shelter program participant's continued occupancy in a motel or hotel does not constitute a new tenancy.

(B) A shelter program participant shall not be considered a person who hires pursuant to Section 1940 for the purposes of Section 1161 of the Code of Civil Procedure.

(C) Receipt of a written termination policy.

(D) Disclosure of a termination notice procedure.

(E) Thirty days' notice prior to termination, except as described in Section 1954.09.

(F) Right to appeal termination pursuant to the grievance policy required by Section 1954.09.

California Code, Civil Code - CIV § 1954.092

Section 1954.092 - [Effective until 1/1/2025] Motels and hotels; designation; prohibited actions

(a) A motel or hotel shall not be designated as a nontransient motel or a nontransient hotel pursuant to Section 310.4 of Chapter 3 (commencing with Section 301.1) of Part 2 of Title 24 (the California Building Standards Code) of the California Code of Regulations solely as a result of a shelter program participant's occupancy in the motel or hotel beyond a 30-day period.

(b) A hotel or motel shall not do either of the following:

(1)(A) Adopt termination policies specifically for motel or hotel occupants who are shelter program participants that do not apply to other motel or hotel occupants who are not participating in a shelter program, impose restrictions on the ability of program participants to freely enter or exit the property or access certain areas or amenities of the property that do not apply to other motel or hotel occupants, or levy charges and fees, including fees for room card replacements, that do not apply to other motel or hotel occupants.

(B) This paragraph sets minimum standards for shelter program terminations and shall not be construed to restrict shelter program operating standards that confer greater rights to participants with regard to shelter program terminations.

(2) Require shelter program participants to check out and reregister, move out of rooms or between rooms, or from the hotel or motel while actively enrolled in the shelter program for the purposes of preventing an occupant from establishing rights of tenancy.