

## Attachment A

**SUBRECIPIENT AGREEMENT**  
**BETWEEN**  
**COUNTY OF SANTA BARBARA as**  
**ADMINISTRATIVE ENTITY FOR THE**  
**SANTA MARIA/SANTA BARBARA COUNTY CONTINUUM OF CARE**  
**AND**  
**NBCC dba New Beginnings**

**Safe Parking Program Rapid Rehousing Project**  
**State of California Homeless Housing, Assistance and Prevention (HHAP) Program**

THIS AGREEMENT is made and entered into by and between the County of Santa Barbara (herein called the "COUNTY"), a political subdivision of the State of California, and NBCC dba New Beginnings (herein called the "SUBRECIPIENT"), a California nonprofit organization, whose address is 324 E. Carrillo Street, Suite C, Santa Barbara, CA 93101.

**WITNESSETH THAT:**

**WHEREAS**, the Homeless Housing, Assistance and Prevention (HHAP) Program ("Program") has been established by the State of California pursuant to Chapter 6 (commencing with section 50216) of Part 1 of Division 31 of the Health and Safety Code; and

**WHEREAS**, the Program is administered by the California Homeless Coordinating and Financing Council, now the California Interagency Council on Homelessness ("Council") in the Business, Consumer Services and Housing Agency ("Agency"); and

**WHEREAS**, the Agency provides one-time flexible block grant funds to Counties and Administrative Entities as defined in the March 7, 2022 HHAP Notice of Funding Availability (NOFA); and

**WHEREAS**, COUNTY qualifies as the Administrative Entity (AE) as defined in the March 7, 2022 HHAP NOFA to administer and distribute State HHAP funds allocated to the Santa Maria/Santa Barbara County Continuum of Care (hereinafter "CoC"); and

**WHEREAS**, the COUNTY Community Services Department ("CSD") will act as the AE on behalf of the Santa Maria/Santa Barbara County Continuum of Care Service Area in the administration of this Agreement; and

**WHEREAS**, pursuant to COUNTY's Agreement with the State to perform all work required under the Program and also specified in the COUNTY's March 7, 2022 HHAP NOFA, SUBRECIPIENT has been designated as an eligible and qualified subrecipient for HHAP funds, and is awarded the sum of **\$251,151.00** for eligible activities in accordance with Health and Safety Code, Division 31, Part 1, Chapter 6, Section 50220.7 subdivisions (e)(1) – (9), and Section 50220.7, subdivisions (a)(4)-(5), and any other applicable laws, to be used by SUBRECIPIENT to provide services as set forth in section I of this Agreement for the Safe Parking Program Rapid Rehousing Project to provide Rapid Rehousing services (herein called the "PROJECT"); and

**WHEREAS**, PROJECT's time of performance will begin on October 1, 2022 ("Operating Start Date") and, subject to annual appropriations and adopted budget funds, end on June 30, 2025 at which time this Agreement shall terminate; and

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

**I. SCOPE OF SERVICES**

**A. General**

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

**B. Services**

Eligible Activities

Activities funded by the Program are limited to eligible activities and providing services, as defined by State law, including, but not limited to, Health and Safety Code, Division 31, Part 1, Chapter 6; and any other applicable laws. Per Health and Safety Code Section 50220.7 (g), any housing-related activities funded with HHAP-3 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 these funds are used.

**C. Staffing**

Only the salary and benefits for the positions listed in the budget in Exhibit B as funded with State HHAP funds, if any, are eligible for reimbursement. Any changes in the positions whose salary and benefits are eligible for reimbursement under this Agreement shall be approved in writing by CSD through an amendment to the budget in Exhibit B. 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 and its contractors and subcontractors shall perform all services in a manner commensurate with their own usual and customary standards and with the reasonable and ordinary level of care provided by others performing similar or like work.

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

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

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

SUBRECIPIENT shall report performance data to COUNTY quarterly, in accordance with Sections VII.B.1, VII.B.2, and VII.C of this Agreement, regarding the goals and performance measures set forth in Exhibit A, and as required by the State as set forth in Health and Safety Code, Division 31, Part 1, Chapter 6 (commencing with section 50216); and, any other applicable law and in the March 7, 2022 HHAP NOFA.

**E. Performance Monitoring**

SUBRECIPIENT shall be responsible for providing services in a manner satisfactory to COUNTY. In addition, COUNTY will review the performance of SUBRECIPIENT as set forth in Health and Safety Code, Division 31, Part 1, Chapter 6, commencing with Section 50216; and, any other applicable laws and in the March 7, 2022 HHAP NOFA. COUNTY may monitor the performance of SUBRECIPIENT against the goals and performance measures set forth in Section I.D of this Agreement and Exhibit A. SUBRECIPIENT's failure to meet any of these goals and performance measures as determined by COUNTY in its sole discretion shall constitute a breach of this Agreement. If action to correct such breach is not taken by SUBRECIPIENT within seven (7) days after being notified by COUNTY, contract suspension or termination procedures may be initiated pursuant to Section VI.F of this Agreement.

**F. COUNTY Recognition**

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

**2. TERM**

**A. Time of Performance**

This Agreement shall begin on October 1, 2022 ("Operating Start Date") and, subject to annual appropriations and adopted budget funds, end on June 30, 2025, unless suspended or terminated earlier or there are no HHAP funds available for any reason. All work to be performed hereunder and set out in the Scope of Services may commence on the Operating Start date and shall terminate on June 30, 2025. Any funds not expended by June 30, 2025 will no longer be available to the PROJECT and must be returned to the COUNTY.

**B. Close-outs**

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

**3. BUDGET**

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

SUBRECIPIENT represents that the budget includes only allowable costs and an accurate analysis of costs acceptable pursuant to State law, including, but not limited to, Health and Safety Code, Division 31, Part 1, Chapter 6, commencing with Section 50216; any other applicable laws; and the March 7, 2022 HHAP NOFA; and the Standard Agreement between the State and COUNTY and all Exhibits, Attachments, and Appendices

thereto. These items shall be in sufficient detail to provide a sound basis for COUNTY to effectively monitor SUBRECIPIENT's performance under this Agreement.

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

**4. PAYMENT**

It is expressly agreed and understood that the total amount to be paid by COUNTY under this Agreement shall not exceed **\$251,151.00**. Any donations received for the PROJECT shall reduce the total maximum amount reimbursable by the County under this Agreement on a one-for-one dollar basis. Drawdowns for the payment of eligible expenses shall be made in accordance with the line item budgets specified in Exhibit B hereto. No less than once per quarter SUBRECIPIENT may request reimbursement for its expenditures. SUBRECIPIENT shall submit a completed Expenditure Summary and Payment Request (ESPR) together with proper support documentation for services described in Sections I.A and I.B and staff salaries and benefits described in Section I.C and performance data required in Sections I.D, VII.B.1, VII.B.2, and VII.C of this Agreement. No costs shall be invoiced or billed except for expenditures authorized in the budget as set forth in Exhibit B. The itemized costs shall be of sufficient detail to provide a sound basis for COUNTY to effectively monitor costs under this Agreement. COUNTY shall review the claim and shall reimburse SUBRECIPIENT for allowable costs within thirty (30) days after receiving SUBRECIPIENT's complete and correct payment request.

**5. NOTICES**

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

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

**COUNTY**

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

**SUBRECIPIENT**

Kristine Schwarz  
New Beginnings  
324 E. Carrillo Street, Suite C  
Santa Barbara, CA 93101  
Office: (805) 963-7777  
Fax: (805) 963-8135  
Email: [kschwarz@sbnbcc.org](mailto:kschwarz@sbnbcc.org)

**6. 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; State Terms and Conditions, attached hereto and incorporated as Exhibit F assurances in applications; the March 7, 2022 HHAP NOFA; and, all other applicable federal, state, and local laws, regulations, ordinances, orders, rules, guidelines, directives, circulars, bulletins, notices and policies governing the State HHAP Program funds provided under this

Agreement. The judgment of any court of competent jurisdiction, or the admission of SUBRECIPIENT in any action or proceeding against SUBRECIPIENT, whether COUNTY is a party thereto or not, that SUBRECIPIENT has violated any such law, regulation, ordinance, or order, shall be conclusive of that fact as between SUBRECIPIENT and COUNTY. SUBRECIPIENT shall be responsible for providing services in a manner consistent with all federal and state requirements and standards required as a condition of receiving and expending HHAP Program funds provided under this Agreement.

**B. Independent Contractor**

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

**C. Insurance and Indemnification**

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

**D. Workers' Compensation**

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

**E. Changes or Amendments**

Any changes to this Agreement, unless otherwise noted, may only be made through a written amendment to this Agreement executed by COUNTY and SUBRECIPIENT. COUNTY and SUBRECIPIENT may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, are executed in writing, and signed by a duly authorized representative of each party. Such amendments shall not invalidate any parts of this Agreement that are not changed by the amendment, nor relieve or release COUNTY or SUBRECIPIENT from its obligations under this Agreement that are not changed by the 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 the Director of CSD or designee is authorized to approve at his or her discretion and execute amendments on behalf of COUNTY to make any one or more of the following changes:

1. Changes to the Budget attached hereto as Exhibit B. Such changes shall be limited to (a) revisions to the amounts in each State HHAP-funded Budget line item in excess of ten percent (10%), provided that the overall total maximum contract amount is not increased; and, (b) additions to or deletions of State HHAP-funded line items in the Budget; provided that all expenditures must be eligible pursuant to California law, including, but not limited to, Chapter 6 (commencing with

Section 50216) of Part 1 of Division 31 of the Health and Safety Code; the March 7, 2022 HHAP NOFA; and, any other applicable laws; and further provided that the overall total maximum contract amount is not increased. In no event shall an amendment be made pursuant to this subsection VI.E.1 that will result in any change to the Scope of Services attached hereto as Exhibit A.

2. The Director of Community Services may execute amendments that extend the Term or the Award Time of Performance or both by up to a maximum of 12 months. This Section shall not obligate the County to extend the length of the Term at SUBRECIPIENT's request or otherwise alter the County's rights to terminate this Agreement or reduce the award as set forth in Section VI.F. This authority may only be exercised if the extension is consistent with the terms of the HHAP Standard Grant Agreement posted at [bcsh.ca.gov/calich/hhap\\_program.html](https://bcsh.ca.gov/calich/hhap_program.html) and all other HUD and State regulations, notices, and other direction.
3. Administrative changes to the Agreement that are necessary in order to conform with federal, state, or local governmental laws, regulations, ordinances, orders, rules, directives, circulars, bulletins, notices, guidelines, policies, and available funding amounts.

**F. Suspension or Termination**

COUNTY may suspend or terminate this Agreement if SUBRECIPIENT materially fails to comply with the terms of federal or state regulations, including, but not limited to, the grant agreement, applications, or notices of award or any terms of the Agreement, which include, but are not limited to, the following:

- Failure to comply with any of the laws, rules, regulations, ordinances, provisions, orders, guidelines, policies, circulars, bulletins, notices or directives referred to herein, or as may become applicable at any time;
- Failure, for any reason, of SUBRECIPIENT to fulfill its obligations under this Agreement;
- Ineffective or improper use of State HHAP Program funds provided under this Agreement;
- Actions and behavior by CONTRACTOR that undermine the integrity of the PROJECT, including but not limited to client, child or staff endangerment, inappropriate or reckless staff behavior, and health code violations; or
- Submittal of reports that are false or that are incorrect or incomplete in any material respect.

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

i. Termination by COUNTY

COUNTY may, by written notice to SUBRECIPIENT, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for 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 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 will notify SUBRECIPIENT of such occurrence, and COUNTY may terminate or suspend this Agreement

in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.

- c. **For Cause.** Should SUBRECIPIENT default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, 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 affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is given by COUNTY, unless the notice directs otherwise.

- ii. Termination by SUBRECIPIENT

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

- i. 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, permit SUBRECIPIENT to retain.
- ii. If the State demands reimbursement from COUNTY for COUNTY's payments to SUBRECIPIENT due to SUBRECIPIENT's failure to comply with the terms of the State's award to COUNTY, including, but not limited to, the grant agreement, assurances in an application, or a notice of award, any applicable term of this Agreement, or any law, regulation, ordinance, order, rule, directive, circular, bulletin, notice, guideline, or policy referred to herein, or as may become applicable at any time, SUBRECIPIENT shall fully and completely reimburse COUNTY in the total amount of such disallowed payments.

**G. STATE and COUNTY Enforcement of HHAP Program Requirements**

COUNTY and SUBRECIPIENT acknowledge that the State will review the performance of COUNTY and SUBRECIPIENT in carrying out their responsibilities as the recipient of State HHAP Program funds, based on performance measures used by the State, including, but not limited to, Health and Safety Code, Division 31, Part 1, Chapter 6 commencing with Section 50216; any other applicable law; and, the March 7, 2022 HHAP NOFA. COUNTY may take any action it deems necessary in its sole discretion if COUNTY determines that SUBRECIPIENT is not complying with the federal or State HHAP Program requirements or this Agreement.

**4. ADMINISTRATIVE REQUIREMENTS**

**A. Financial Management**

1. Accounting Standards

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

2. Cost Principles

SUBRECIPIENT shall administer its program in accordance with the State of California HHAP-III Program, including, but not limited to, Chapter 6 (commencing with Section 50216) of Part 1 of Division 31 of the Health and Safety Code and the Standard Agreement between the State and COUNTY and all Exhibits, Attachments, and Appendices thereto. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

3. Program Income

Program income must be expended by the SUBRECIPIENT solely on allowable costs incurred by SUBRECIPIENT for eligible HHAP-3 program activities.

4. Indirect Costs

SUBRECIPIENT receiving State HHAP funds may charge an indirect cost allocation to its award of funds under this Agreement. The indirect cost allocation may not exceed ten percent of the allowable direct costs under the PROJECT activity unless a higher limit for the indirect cost allocation has been previously approved.

5. Procurement

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

6. Travel

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

**B. Documentation and Record Keeping**

1. Records to Be Maintained

SUBRECIPIENT shall comply with all reporting requirements of COUNTY and shall maintain all records required and described by State law relating to the HHAP-3 Program, including, but not limited to, Health and Safety Code, Division 31, Part 1, Chapter 6 commencing with Section 50216; any other applicable law; and, the March 7, 2022 HHAP NOFA; and all other records that are pertinent to the activities to be funded under this Agreement. SUBRECIPIENT agrees to maintain accounting books and records in accordance with Generally Accepted Accounting Standards. SURECIPIENT further agrees that the State and its designated representatives have the right to review and copy any records and supporting documentation pertaining to the performance of this Agreement. Such records shall include, but not be limited to:

- a. Records establishing that SUBRECIPIENT followed written intake procedures to verify “homeless” or “at risk of homelessness” status of PROJECT participants as defined in State law, including, but not limited to, Chapter 6 (commencing with Section 50216) of Part 1 of Division 31 of the Health and Safety Code; any other applicable law; and the March 7, 2022 HHAP NOFA;
- 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 State HHAP Program funds for the performance of eligible activities;

- e. Financial records as required by State law, including, but not limited to, Chapter 6 (commencing with Section 50216) of Part 1 of Division 31 of the Health and Safety Code; and
- f. Other records necessary to document compliance with State law (Chapter 6 (commencing with Section 50216) of Part 1 of Division 31 of the Health and Safety Code; Health and Safety Code Section 50219, subdivision (c)(1) – (8); and, any other applicable law).

2. Client Data

- a. SUBRECIPIENT shall collect and maintain client data demonstrating client eligibility for services provided in accord with State law (Chapter 6 (commencing with Section 50216) of Part 1 of Division 31 of the Health and Safety Code; any other applicable law; and the March 7, 2022 HHAP NOFA. 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 and provide data elements, in a manner consistent with federal law, to the statewide Homeless Management Information System (known as the Homeless Data Integration System or “HDIS”), and in accordance with SUBRECIPIENT’S existing HMIS Privacy Plan entered into with the COUNTY, if any, and as required by Health and Safety Code Part 1, Division 31, Chapter 6.
- c. SUBRECIPIENT agrees to demonstrate a commitment to racial equity and, per Health and Safety Code Part 1, Division 31, Chapter 6, the SUBRECIPIENT shall use data provided through HDIS to analyze racial disproportionality in homeless populations and, in partnership with County and Council, establish clear metrics and performance monitoring for achieving equity in provision of services and outcomes for Black, Native, and Indigenous, Latinx, Asian, Pacific Islanders and other People of Color who are disproportionately impacted by homelessness and COVID-19.

3. Retention

- a. SUBRECIPIENT shall retain all records required by or pertinent to this Agreement for five (5) years. The five-year retention period begins on the date that all funds provided under this Agreement are expended and the final payment for eligible expenses has been submitted to COUNTY by SUBRECIPIENT and has been paid by COUNTY. Notwithstanding the above, if there is any litigation, claim, demand, audit, negotiation, dispute, or other action that involve any of the records and that has started before the expiration of the required retention period, then such records must be retained until completion of the action and final resolution of all issues, or the expiration of the required retention period, whichever occurs later.
- b. SUBRECIPIENT agrees that COUNTY, and their designees shall have the right to review, obtain, and copy all records and supporting documentation pertaining to the performance of this Agreement. The SUBRECIPIENT agrees to provide the COUNTY, or their designees with any relevant information requested. The SUBRECIPIENT agrees to permit COUNTY, Agency or their designees access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other materials that may be relevant to a matter under investigation for the purpose of determining compliance with the Chapter 6 (commencing with Section 50216) of Part 1 of Division 31 of the Health and Safety Code; Health and Safety Code Section

50219, subdivision (c)(1) – (8); and, any other applicable laws and HHAP program guidance documents published on the State’s website.

4. Ownership of Documents

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

5. Disclosure

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

6. Audits and Inspections

All SUBRECIPIENT records with respect to any matters covered by this Agreement shall be made available to the COUNTY, State, and Federal governments or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make copies, excerpts, or transcripts of all relevant data. Any deficiencies, audit findings, or required corrective actions noted in audit reports must be fully cleared by the SUBRECIPIENT within 30 days after receipt by SUBRECIPIENT unless a longer time period is agreed upon in writing by the COUNTY and the auditing entity. SUBRECIPIENT hereby agrees to have an annual program-specific audit conducted by a certified public accounting firm in accordance with the PROJECT, including, but not limited to, Chapter 6 (commencing with Section 50216) of Part 1 of Division 31 of the Health and Safety Code; any other applicable laws; HHAP program guidance documents published on the State’s website; the Standard Agreement between the State and COUNTY and all Exhibits, Attachments, and Appendices thereto; and COUNTY policy and requirements concerning audits.

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

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

7. Access to Records

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

**C. Reports**

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

**5. PERSONNEL AND PARTICIPANT CONDITIONS**

**A. Civil Rights**

1. Nondiscrimination

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

**B. Employment Restrictions**

1. Prohibited Activity

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

2. Labor Standards Requirements

SUBRECIPIENT shall comply with federal Fair Labor Standards Act requirements as well as all labor laws and regulations of the State of California and COUNTY. Where funds provided through this

Agreement are used for construction work, or in support of construction work, SUBRECIPIENT shall ensure that the requirements of Chapter 1 (commencing with section 1720) of Part 7, Division 2 of the State of California Labor Code (pertaining to payment of prevailing wages and administered by the California Department of Industrial Relations) are met.

### **C. Conduct**

#### **1. Assignability**

SUBRECIPIENT shall not assign or transfer any interest in this Agreement without the prior written consent of COUNTY thereto and any attempt to so assign or so transfer without such consent shall be voidable and without legal effect at the sole discretion of County and shall constitute grounds for termination; 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. 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 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 State HHAP grant 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 will monitor all contracted and subcontracted services on a regular basis to assure compliance with this Agreement. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance. 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 E.

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 the state and federal laws, including, but not limited to, Health and Safety Code, Part 1, Division 31, Chapter 6, and the following:

- a. All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, shall result in this Agreement being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code, sections 10410 and 10411, for State conflict of interest requirements.
- b. Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State Employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
- c. Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
- d. Employees of the SUBRECIPIENT shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act of 1974, Government Code section 81000 et seq.
- e. The provision of any type or amount of State HHAP-3 assistance may not be conditioned on an individual or family's acceptance or occupancy of emergency shelter or housing owned by SUBRECIPIENT, or a parent or subsidiary of SUBRECIPIENT. SUBRECIPIENT may not, with respect to individuals or families occupying housing owned by SUBRECIPIENT, or any parent or subsidiary of SUBRECIPIENT, carry out the initial evaluation required under Chapter 6 (commencing with section 50216) of Part 1 of Division 31 of the Health and Safety Code; Health and Safety Code section 50219, subdivision (c)(1) – (8); and, any other applicable laws.
- f. SUBRECIPIENT shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, agents or consultants engaged in the award and administration of contracts supported by state funds.
- g. No employee, officer, agent or consultant of SUBRECIPIENT shall participate in the selection, or in the award, or administration of, a contract supported by HHAP-3 funds if a conflict of interest, real or apparent, would be involved.

- h. No covered persons who exercise or have exercised any functions or responsibilities with respect to State HHAP-3 funded activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the State HHAP-funded activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the State HHAP-funded activity, or with respect to the proceeds derived from the State HHAP-funded activity, either for themselves or those with whom they have business or family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of STATE, COUNTY, SUBRECIPIENT, or any designated public agency.

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

4. Copyright

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

5. Conditions for Religious Organizations

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

- a. It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion; and
- b. It will not discriminate against any person applying for services under this Agreement on the basis of religion and will not limit services under this Agreement or give preference to persons on the basis of religion; and

- c. It will provide no religious instruction or counseling, conduct no religious worship or religious services, engage in no religious proselytizing, and exert no other religious influence in the provision of services under this Agreement.

6. Drug-Free Workplace

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

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

7. Child Support Compliance Act

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

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

**6. ENVIRONMENTAL CONDITIONS**

**California Environmental Quality Act**

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

**7. SEVERABILITY**

If any provision of this Agreement is held invalid, illegal or unenforceable, 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.

**8. 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.

**9. 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.

**10. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the COUNTY and the SUBRECIPIENT for the use of funds received under this Agreement and it supersedes all prior and contemporaneous communications and proposals, whether electronic, oral, or written between the COUNTY and the SUBRECIPIENT with respect to this Agreement. Each party 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.

**11. 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.

**12. TIME IS OF THE ESSENCE**

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

**13. 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.

**14. 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.

**15. EXECUTION OF COUNTERPARTS**

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

**16. AUTHORITY**

All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, SUBRECIPIENT hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which SUBRECIPIENT is obligated, which breach would have a material effect hereon.

**17. PRECEDENCE**

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of this Agreement shall prevail over those in the Exhibits.

[Signatures on Following Page]

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

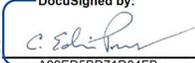
ATTEST:  
MONA MIYASATO  
CLERK OF THE BOARD

“COUNTY”  
COUNTY OF SANTA BARBARA:

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

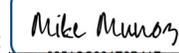
By: \_\_\_\_\_  
Joan Hartmann, Chair  
Board of Supervisors

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

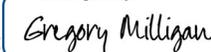
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Deputy Auditor-Controller

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By: \_\_\_\_\_  
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George Chapjian  
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”

NBCC

DocuSigned by:  
*Kristine J. Schwarz*  
By: E43E69CEA0FC40A...  
Kristine Schwarz, Executive Director

## EXHIBIT A

**Scope of Services**

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

<b>Project Title:</b>	NBCC: Safe Parking Program Rapid Rehousing Project
<b>Agreement Amount:</b>	\$ <b>251,151.00</b>
<b>Time of Performance:</b>	October 1, 2022 – June 30, 2025

**A. INTRODUCTION**

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

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

Through its Rapid ReHousing Project, SUBRECIPIENT shall provide countywide rapid re-housing services to persons experiencing homelessness or at risk of homelessness by offering services, including, but not limited to: case management, medium and short-term rental assistance, financial assistance, down payment and utility assistance, moving costs, and housing stabilization services.

**2. Services****a. General**

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

SUBRECIPIENT shall be responsible for providing services in a manner satisfactory to COUNTY and consistent with any standards required as a condition of receiving HHAP Round III funds. All services must be compliant with state law, including, but not limited to, Chapter 6 (commencing with Section 50216) of Part 1 of Division 31 of the Health and Safety Code. As State law does not contain specifics on eligible costs for rapid-rehousing services, COUNTY has elected to use standards described in federal Emergency Solutions Grant regulations, 24 CFR 576, including but not limited to, Sections 576.104, 576.105, & 576.106, as guidelines for eligible costs. If an activity is not described as an eligible expense, but assists households experiencing homelessness obtain and maintain permanent housing and is compliant with California’s Housing First Policy, SUBRECIPIENT must obtain express written consent from County HCD prior to use of program funds for that activity. In addition, all State-funded HHAP Round III activities shall operate in a manner consistent with the requirements of Welfare and Institutions Code Division 8, Chapter 6.5 (commencing with Section 8255), also referred to as “Core Components of Housing First”, including, but not limited to, use of a homelessness coordinated entry system, housing first practices, and progressive engagement practices.

b. State Regulatory Information

Component Type	State Regulation
Housing Location/ Stabilization Services	Chapter 6 (commencing with Section 50216) of Part 1 of Division 31 of the Health and Safety Code.
Housing Search and Placement	
Rental Assistance	

3. **Levels of Accomplishment**

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

a. Goals

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

Metric	Goal
<b>Unduplicated number of homeless persons or persons at imminent risk of homelessness to be served</b>	30
<b>Number of homeless persons entering permanent housing (placed into units)</b>	27
<b>Number of homeless households entering permanent housing (placed into units)</b>	20

b. Performance Measures

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

Metric	Goal
<b>% of households successfully placed in permanent housing</b>	90%
<b>% of adult participants will obtain or increase earned income or cash benefits at project exit</b>	15%
<b>% of adult participants will obtain non-cash benefits at project exit</b>	35%
<b>% of project participants entering permanent housing that will retain permanent housing at 1 year</b>	90%

C. **DATA COLLECTION AND REPORTING**1. **General**

Data collection must be completed in accordance with the HHAP Round III Notice of Funding Availability issued March 7, 2022 and, in a manner, consistent with federal law, to the statewide Homeless Management Information System (known as the Homeless Data Integration System or "HDIS"), in accordance with Chapter 6 of Part 1 of Division 31 of the Health and Safety Code and in sufficient detail

to determine the project's progress in meeting the goals and performance measures as set forth in Section B.3.

## 2. Report Schedule

Status Reports are due according to the following schedule:

<u>Q Start Date</u>	<u>Q End Date</u>	<u>Report Due Date</u>
October 1, 2022	December 31, 2022	January 20, 2023
January 1, 2023	March 31, 2023	April 20, 2023
April 1, 2023	June 30, 2023	July 20, 2023
July 1, 2023	September 30, 2023	October 20, 2023
October 1, 2023	December 31, 2023	January 20, 2024
January 1, 2024	March 31, 2024	April 20, 2024
April 1, 2024	June 30, 2024	July 20, 2024
July 1, 2024	September 30, 2024	October 20, 2024
October 1, 2024	December 31, 2024	January 20, 2025
January 1, 2025	March 31, 2025	April 20, 2025
April 1, 2025	June 30, 2025	July 20, 2025

Disbursement of funds is contingent upon receipt of Status Reports.

## 3. Report Content

Status Reports must contain the following:

- a. Annual Performance Report (APR) generated from the Santa Barbara County Homeless Management Information System (HMIS); or for domestic violence programs, comparable reports from a database comparable to HMIS;
- b. Data on goals and permanent measures as set forth in Section B.3.;
- c. Data on funding received for the project from all sources; and
- d. Signature of SUBRECIPIENT's Executive Director or his or her designee attesting to the accuracy of the information submitted.

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

## EXHIBIT B

**Budget and Payment Procedures**

<b>Project Title:</b>	<b>Safe Parking Program Rapid Rehousing Project</b>
<b>Agreement Amount:</b>	\$251,151.00
<b>Time of Performance:</b>	October 1, 2022 – June 30, 2025

**A. INTRODUCTION**

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

**B. BUDGET**

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

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

Changes to Revenue or Expenditure line items to be used for eligible HHAP expenditures require an approved Budget Amendment, as does the addition or deletion of Revenue or Expenditure line items to be used for eligible HHAP expenditures. The overall amount of HHAP funds is not to be changed.

**C. PAYMENT REQUESTS**

Payment requests must include the following:

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

Exhibit B- Attachment 1



## Homeless Housing, Assistance and Prevention

Project Budget - Revenues

Project Title Safe Parking Program Rapid Rehousing Project  
 Applicant Name NBCC dba New Beginnings  
**HHAP Award** **Budget Term: October 1, 2022 - June 30, 2025**

Component	Requested Amount
Rental assistance and rapid rehousing	\$ 250,141.00
Incentives for Landlords	\$ 1,000
Youth Set Aside: Rental assistance and rapid rehousing and outreach and coordination	\$ -
<b>TOTAL</b>	<b>\$ 251,141</b>

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

Please specify the source of "Other Federal Funds".

**Revenue**

Source	Total Program Budget	HHAP Funds	Other
<b>HHAP Program (This grant)</b>	\$ 251,141	\$ 251,141	TBRA
CDBG - Cities			
CDBG - County			
CoC Program			
ESG - County			
HOME - Cities			
HOME - County			
<i>Other Federal Funds (specify program below)</i>			
<i>Other State Funds (specify program below)</i>			
County Human Services Funds			
Other Local Funds: County and City of SB general Funds			
Private Trusts and Foundation Funds			
Fundraising Events			
Donations			
Client Fees			
<i>Other (specify source below)</i>			
<b>Total Revenue</b>	<b>\$ 251,141</b>	<b>\$ 251,141</b>	<b>\$ -</b>

Exhibit B- Attachment 2



# Homeless Housing, Assistance and Prevention (HHAP)

## Project Budget - Expenses

Project Title Safe Parking Program Rapid Rehousing Project  
 Applicant Name NBCC dba New Beginnings

**Expenses** **Budget Term: October 1, 2022 - June 30, 2025**

Expense	Total Program Budget	HHAP Program		Other
		Rapid Rehousing	Rapid Re-Housing Landlord Incentives	
Salaries, Benefits, and Payroll Taxes - Provide detail for all program staff. Add lines as needed.				
<b>Total Labor Budget Line item (not to be exceeded)</b>	<b>\$ 191,050</b>			
Case Manager 1.0 FTE @ 100% - \$60,320/yr x 2 years	\$ 116,480	\$ 116,480		
Safe Pkng RRH Program Manager 1.0 FTE @ 5% @ \$70,000/yr x 2 yrs	\$ 7,000	\$ 7,000		
Homeless Services Director 1.0 FTE @ 5% @ \$105,000/yr x 2 yrs	\$ 10,500	\$ 10,500		
Grants Administration Director 1.0 FTE @ 5% @ \$73,500/yr x 3 years	\$ 11,025	\$ 11,025		
Finance Associate 1.0 FTE @ 5% @ \$68,790/yr x 3 yrs	\$ 10,319	\$ 10,319		
Executive Director 1.0 FTE @ 5% @ \$119,750/yr x 3 years	\$ 1	\$ 1		
	\$ -			
Payroll taxes, benefits, etc. @ 23%	\$ 35,725	\$ 35,725		
<b>Total Client Services and Direct Assistance Budget line item (not to be exceeded)</b>	<b>\$ 17,371</b>			
Rental Assistance	\$ 6,000	\$ 6,000		Other TBRA
Security Deposits	\$ 5,000	\$ 5,000		
Utility Assistance	\$ 1,000	\$ 1,000		
Moving costs	\$ 1,000	\$ 1,000		
Eligible Flexible Funds	\$ 1,000	\$ 1,000		
Landlord Incentives	\$ 3,371		\$ 3,371	
Other (Please specify):				
<b>Total Program Implementation Budget Line item (Not to be exceeded)</b>	<b>\$ 21,477</b>			
Facility, Utilities, and Maintenance	\$ 15,210	\$ 15,210		
Telephone, Fax, and Internet	\$ 1,200	\$ 1,200		
Supplies (includes General, Food, and Office Supplies)	\$ 500	\$ 500		
Travel, Mileage, and Training (Includes Gas and Vehicle Expense)	\$ 3,567	\$ 3,567		
Equipment Rental and Maintenance	\$ 1,000	\$ 1,000		
Insurance	\$ -			
Other (specify below)	\$ -			
Indirect Costs (Maximum 10% of non-direct client assistance)	\$ 21,252.70	\$ 21,252.70		
<b>Total Expenses</b>	<b>\$ 251,151</b>	<b>\$ 247,780</b>	<b>\$ 3,371</b>	<b>\$ -</b>
		<b>TOTAL HHAP Portion:</b>	<b>\$ 251,151</b>	



EXHIBIT D



Quarterly Status Report

County of Santa Barbara  
Community Services Department

**Instructions:** Submit this status report to Roc Lowry, Housing Program Specialist by email to [roclowry@countyofsb.org](mailto:roclowry@countyofsb.org).

<input type="checkbox"/>	<b>Quarter 1</b> 10/1/2022-12/31/2022	<input type="checkbox"/>	<b>Quarter 2</b> 1/1/2023-3/31/2023	<input type="checkbox"/>	<b>Quarter 3</b> 4/1/2023-6/30/2023
<input type="checkbox"/>	<b>Quarter 4</b> 7/1/2023-9/30/2023	<input type="checkbox"/>	<b>Quarter 5</b> 10/1/2023-12/31/2023	<input type="checkbox"/>	<b>Quarter 6</b> 1/1/2024-3/31/2024
<input type="checkbox"/>	<b>Quarter 7</b> 4/1/2024-6/30/2024	<input type="checkbox"/>	<b>Quarter 8</b> 7/1/2024-9/30/2024	<input type="checkbox"/>	<b>Quarter 9</b> 10/1/2024-12/31/2024
		<input type="checkbox"/>	<b>Quarter 10</b> 1/1/2025-3/31/2025	<input type="checkbox"/>	<b>Quarter 11</b> 4/1/2025-6/30/2025

<b>Agency</b>	NBCC	<b>Contact Person</b>	Kristine Schwarz
<b>Project</b>	NBCC: Safe Parking Program Rapid Rehousing Project	<b>Phone Number</b>	(805) 963-7777
<b>Contract #</b>		<b>Email Address</b>	kschwarz@sbnbcc.org

1. APR Subrecipient Report

Generate an APR Subrecipient Reports from the Santa Barbara County Homeless Management Information System for the reporting period and attach a print-out to this report. Domestic violence programs should generate comparable reports from a HMIS-comparable database.

2. Accomplishments

Goals

	Goal	Quarter	Program-to-Date
Unduplicated number of homeless persons or persons at imminent risk of homelessness to be served	30		
Number of homeless persons entering permanent housing (placed into units)	27		
Number of homeless households entering permanent housing (placed into units)	20		

**Performance Measures - Overall**

	Goal	Quarter			Program-to-Date		
		Universe (#)	# Meeting Target	% Meeting Target	Universe (#)	# Meeting Target	% Meeting Target
% of households successfully placed in permanent housing	90%						
% of adult participants will obtain or increase earned income or cash benefits at project exit	15%						
% of adult participants will obtain non-cash benefits at project exit	35%						
% of project participants entering permanent housing that will retain permanent housing at 1 year	90%						

**Narrative (Attach additional pages, as needed)**

1. Describe the project’s progress in meeting the goals and performance measures as set forth in the Subrecipient Agreement. If the project is not performing as planned, provide an explanation.
2. Describe the alignment between HHAP funded activities and “Housing First” principles.

### 3. Race & Ethnicity Data

	Quarter	Program-to-Date
	Total	Total
<b>RACE</b>		
White		
Black/African American		
Asian		
American Indian/Alaskan Native		
Native Hawaiian/Other Pacific Islander		
American Indian/Alaskan Native & White		
Asian & White		
Black/African American & White		
American Indian/Alaskan Native & Black/African American		
Other multi-racial		
<b>Totals in RACE</b>		
<b>ETHNICITY<sup>1</sup></b>		
Hispanic or Latino <sup>2</sup>		
Not Hispanic or Latino		
<b>Totals in ETHNICITY</b>		

### 4. Project Funding

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

#### HUD Funds

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

#### Other Funds

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

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

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

	\$	
<b>Total</b>	\$	

5. Additional Comments

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

6. Submission Certification

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

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

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

## EXHIBIT E

### Indemnification and Insurance Requirements (For Professional Contracts)

#### INDEMNIFICATION

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

#### NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

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

#### INSURANCE

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

##### A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. ***(Not required if CONTRACTOR provides written verification that it has no employees)***
4. **Professional Liability:** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the COUNTY requires and shall be entitled to the broader coverage and/or the higher

limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

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

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

failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.

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

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

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

## EXHIBIT E

### Indemnification and Insurance Requirements (For Professional Contracts)

#### INDEMNIFICATION

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

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2. **Primary Coverage** – For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR'S obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.

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

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

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

## **EXHIBIT F**

### **State Terms and Conditions**

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

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

#### **1. Commencement of Work and Completion Dates**

- A. SUBRECIPIENT agrees that the Project shall not commence, nor shall any costs to be paid with Homeless Housing, Assistance and Prevention (HHAP) Round-3 Program (hereafter the 'Program') funds be incurred or obligated by any party prior to execution of this Agreement by the COUNTY, completion of all required environmental clearances, compliance with the applicable conditions of this Agreement, and not before receipt of an award notification letter from COUNTY.
- B. SUBRECIPIENT agrees that the Project shall be completed by the expiration date specified in this Agreement and that the Scope of Work shall be provided for the full term of this Agreement.

#### **2. Sufficiency of Funds and Termination**

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

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

**3. Transfers**

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

**4. Contractors and Subcontractors**

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

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

5. **Liability Insurance**

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

6. **Inspections**

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

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

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

**8. Monitoring Grant Activities**

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

**9. Waivers**

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

**10. Litigation**

- A. If any provision of this Agreement, or any underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the COUNTY, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are, and shall be, deemed severable.

- B. SUBRECIPIENT shall notify the COUNTY immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement of the COUNTY and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of the COUNTY.

**11. Compliance with State Law and Regulations**

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

**12. Environmental Requirements**

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

**13. Eligible Activities**

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

**14. Core Practices**

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

**15. Core Components of Housing First**

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

**16. Reporting and Recordkeeping**

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

forth its activities for the previous quarter. Further, should the State require additional reports, SUBRECIPIENT agrees to submit such reports in a timely fashion in a manner and format approved by the COUNTY and State. A close-out-of-grant report shall be submitted within twenty (20) days after the end of the reporting period.

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