

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
COUNTY OF SANTA BARBARA
AND**

**Community Action Commission of Santa Barbara County dba
CommUnify**

**Youth Homelessness Demonstration Program
Mobile Application for Youth Community Resources**

THIS AGREEMENT ("Agreement") is entered by and between the County of Santa Barbara, a political subdivision of the State of California ("COUNTY") and **Community Action Commission of Santa Barbara County, a California nonprofit public benefit corporation doing business as CommUnify**, having its principal place of business at 5638 Hollister Avenue, Suite 230, Goleta, CA 93117 ("CONTRACTOR" or "Subrecipient") as of this 1st day of April, 2025 ("Agreement").

WITNESSETH THAT:

WHEREAS, The Santa Maria/Santa Barbara County Continuum of Care ("CoC") was awarded \$5,167,564 in Youth Homelessness Demonstration Program ("YHDP") funds to prevent and end youth homelessness ("Award"); and

WHEREAS, the Continuum of Care Program ("CoC Program") is authorized by Subtitle C of Title IV of the McKinney-Vento Homeless Assistance Act, as amended (42 U.S.C., § 11381 et seq.), hereinafter called the "CoC Act"; and

WHEREAS, the Youth Action Board ("YAB") designated 10% of the Award for Planning, Project selection, and YAB support to be administered by COUNTY; and

WHEREAS, COUNTY serves as the Collaborative Applicant for the CoC; and

WHEREAS, the COUNTY requires the services of the CONTRACTOR to provide for the coordination of the development of a mobile application for critical resources and information, targeted to homeless and at-risk youth; and

WHEREAS, CONTRACTOR is an experienced Helpline Call Center Provider consistent with applicable professional standards, including the Alliance of Information and Referral Systems (AIRS) standards, and represents it has the skills, expertise necessary to perform the services required under this Agreement.

NOW, THEREFORE, in consideration the mutual covenants and conditions contained herein, it is agreed by and between the parties hereto as follows.

I. SCOPE OF SERVICE

A. General

CONTRACTOR shall perform all services required under this Agreement ("Services") in a professional manner and in accordance with the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged in California. All products of whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a competent practitioner of CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions at COUNTY's request without additional compensation. All permits and licenses required to perform the Services shall be obtained by CONTRACTOR, at CONTRACTOR's sole expense, prior to the provision of such Services.

B. Services

CONTRACTOR shall provide COUNTY with the Services delineated in Scope of Work attached hereto as Exhibit A ("Scope of Work" or "Exhibit A") and incorporated herein by reference, in a manner satisfactory to COUNTY and consistent with 2 C.F.R. Pt. 200, App. II and all other applicable federal, state and local statutes, regulations, ordinances, rules, executive orders, guidelines, policies, directives and standards, including, but not limited to, those pertaining to the YHDP, such as those set forth in Exhibits C and D attached hereto (collectively, "Applicable Laws").

C. Performance Monitoring

COUNTY will monitor the performance of CONTRACTOR against goals and performance standards set forth herein. Substandard performance as determined by COUNTY shall constitute noncompliance with and breach of this Agreement.

D. Changes

Changes in the Scope of Work or method of compensation contained in this Agreement, unless otherwise provided herein, may only be made through a written amendment to this Agreement executed by the CONTRACTOR and COUNTY.

II. TERM; TIME OF PERFORMANCE

The term of this Agreement, and the Services to be performed hereunder, shall start on March 1, 2025 ("Effective Date") and shall end on June 30, 2026, unless terminated earlier in accordance with the provisions of this Agreement, or there are insufficient funds available for any reason ("Term"). The Term may only be extended beyond June 30, 2026, by written amendment of this Agreement duly executed by both the COUNTY Board of Supervisors and CONTRACTOR.

III. [Intentionally Omitted].

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by COUNTY under this

Agreement shall not exceed **\$66,967.52** (“Maximum Contract Amount”).

COUNTY shall have no obligation to provide funds under this Agreement if for any reason there is inadequate funding available to pass through to CONTRACTOR, or if the Agreement is terminated or suspended.

V. NOTICES

Notices and other written communications to a party hereto in connection with this Agreement (“Notices”) shall be in writing and delivered via U.S. Mail (postage prepaid), commercial courier, personal delivery, or email with confirmation of transmission. Any notice delivered or sent as aforesaid shall be effective on the date of delivery, if sent by email with confirmation of transmission, or sending, if via U.S. Mail. All Notices to a party hereto shall be addressed to such party as indicated below, unless otherwise indicated by such party via Notice delivered to the other party hereto in accordance with this Section V.

COUNTY

County of Santa Barbara
Community Services Department
Housing and Community Development
Jesús Armas, Director
123 E. Anapamu St., 2nd floor
Santa Barbara, CA 93101
Email: jarmas@countyofsb.org

CONTRACTOR

Community Action Commission of Santa
Barbara County dba CommUnify
Pat Keelean, Chief Executive Officer
5638 Hollister Ave., Suite 230
Goleta, CA 93117
Email: pkeeleen@communifysb.org

VI. GENERAL CONDITIONS

A. General Compliance

CONTRACTOR shall comply with all Applicable Laws. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such Applicable Law(s), shall be conclusive of that fact as between CONTRACTOR and COUNTY.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties hereto. CONTRACTOR shall at all times remain an "independent contractor" with respect to the Services to be performed under this Agreement. COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. Such taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance. In addition, CONTRACTOR understands and acknowledges that it shall not 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. Indemnification and Insurance

CONTRACTOR shall at all times comply with the indemnification and insurance provisions as set forth in Exhibit B, attached hereto and incorporated herein by reference.

D. Amendments

No amendment or other modification of this Agreement shall be effective unless in writing that makes specific reference to this Agreement and duly executed by both the CONTRACTOR and COUNTY. No such amendment shall invalidate this Agreement, nor relieve or release the COUNTY or CONTRACTOR from its obligations under this Agreement, except to the extent specifically provided in such amendment(s).

COUNTY may, in its discretion, amend this Agreement to conform with federal, state or local governmental statutes, regulations, rules, executive orders, guidelines, policies, standards, directives and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the Scope of Work, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both COUNTY and CONTRACTOR.

E. Suspension or Termination

1. Termination by COUNTY

COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for non-

appropriation of funds, or because of the failure to fulfill the obligations herein.

- a. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days' written notice. During such thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease Services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities, and minimizing negative effects on COUNTY from such winding down and cessation of Services.
- b. **For Non-appropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the Term.
- c. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or breach any of its provisions, COUNTY may, in COUNTY's sole discretion, immediately terminate or suspend this Agreement, in whole or in part, by written notice. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all Services (unless the notice directs otherwise) and notify COUNTY as to the status of performance of the Services. The date of termination shall be the date such notice is received by CONTRACTOR, unless the notice directs otherwise. CONTRACTOR shall pay to COUNTY, no later than 10 days after the date of such termination, an amount equal to the pro-rata amount of the Maximum Contract Amount corresponding to the period between the date of such termination and June 30, 2026. Such pro-rata repayment of the Maximum Contract Amount shall be in addition to, and shall in no way limit or affect any right or remedy which COUNTY may have in law or equity, or any other amounts owed to the County hereunder or at law or in equity.

2. Termination by CONTRACTOR

In accordance with 2 CFR Part 2400, this Agreement may be terminated by CONTRACTOR 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 or termination prior to June 30, 2026, COUNTY determines that the remaining portion of this Agreement or the Award will not accomplish the purposes for which this Agreement or the Award was made, COUNTY may terminate this Agreement in its entirety. CONTRACTOR shall pay to COUNTY, no later than 10 days after the date of such termination, an amount equal to the pro-rata amount of the Maximum Contract Amount corresponding to the period between such termination date and

June 30, 2026. Such pro-rata repayment of the Maximum Contract Amount shall be in addition to, and shall in no way limit or affect any right or remedy which COUNTY may have in law or equity, or any other amounts owed to the County hereunder or at law or in equity.

3. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in connection with this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. In no event shall CONTRACTOR retain any payments made hereunder for unperformed portions of the Scope of Work, or for Service(s) performed other than in compliance with this Agreement. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the Services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the Services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.
- F. If HUD demands reimbursement from COUNTY for any of COUNTY's payment(s) to CONTRACTOR hereunder ("disallowed payment(s)") due to failure, by or on behalf of CONTRACTOR or any of its subcontractors, to comply with the provisions of this Agreement or the terms of HUD's award to COUNTY, including, but not limited to, this Agreement, assurances in an application, or any Applicable Law(s), CONTRACTOR shall fully and completely reimburse COUNTY in the total aggregate amount of such disallowed payment(s) within ten (10) days after COUNTY's notice to CONTRACTOR regarding same.

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

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

2. Cost Principles

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

3. Administrative Requirements

CONTRACTOR also agrees to comply with all applicable uniform administrative

requirements set forth in 24 CFR 583.330, 24 CFR 578.99, and all applicable requirements set forth in 24 CFR Part 5 (24 CFR 5.100-5.2011).

B. Documentation and Record Keeping

1. Records to be Maintained

CONTRACTOR shall maintain all records required by Applicable Laws. Such records shall include, but not be limited to:

- a. Records providing a full description of each activity undertaken in connection with this Agreement;
- b. Records required to determine the eligibility of activities for payment hereunder;
- c. Financial records as required by 24 CFR 583.330, and 2 CFR Part 2400 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; and
- d. Other records COUNTY deems necessary to document compliance with 24 CFR 583.330.

2. Retention

CONTRACTOR shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this Agreement ("Records") for a period of at least four (4) years after the date of the submission of COUNTY's annual performance report to HUD in which the activities assisted under the Agreement are reported on for the final time ("Record Retention Period"). Notwithstanding the foregoing, in the event of any litigation, claim, audit, negotiation or other action that involves any of the Records before the expiration of the Record Retention Period (each, an "Action"), then CONTRACTOR shall retain such Records until the later of (1) completion of all such Actions and the resolution of all issues, or (2) the expiration of the Record Retention Period.

3. Disclosure

CONTRACTOR understands that client information collected under this Agreement is private and the use or disclosure of such information, when not necessary and directly connected with the administration of COUNTY's or CONTRACTOR's responsibilities with respect to services provided under this Agreement, may be prohibited under state or federal law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

4. Close-outs

CONTRACTOR's obligations to COUNTY hereunder shall not end until all close-out requirements are completed. Close-out requirements shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to COUNTY), and determining the custodianship of records. Notwithstanding the foregoing, this Agreement shall

remain in effect during any period that the CONTRACTOR has control over Award funds, including program income.

5. Audits & Inspections

All CONTRACTOR records with respect to any matters relating to this Agreement shall be made available to COUNTY, HUD, and the Comptroller General of the United States, or any of their respective authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant information. All deficiencies noted in any audit report(s) must be fully cleared by CONTRACTOR within 30 days after receipt by CONTRACTOR of such audit report(s). Failure of CONTRACTOR to comply with the foregoing audit requirements shall constitute a violation of this Agreement and may result in the withholding of future payments. CONTRACTOR shall have an annual agency audit conducted in accordance with current COUNTY policy concerning CONTRACTOR audits and 2 CFR Part 2400 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

6. Access to Records

CONTRACTOR shall furnish, and shall cause each of its contractors and subcontractors to furnish, to COUNTY all information and reports required hereunder, and shall provide COUNTY, HUD, and other authorized federal officials and their agents, with access to all books, records and accounts to ascertain compliance with Applicable Laws and the provisions of this Agreement.

C. Reports

CONTRACTOR shall submit progress reports to the COUNTY in the form, content, and frequency as requested by COUNTY, attached hereto as Exhibit D. Further, should the Federal or State government require additional reports, CONTRACTOR agrees to submit such reports in a timely fashion in a manner and format approved by the COUNTY, State, and Federal government.

D. Procurement

1. Payment Procedures

Following the COUNTY's receipt from CONTRACTOR of an acceptable invoice, COUNTY shall review the invoice and, when approved, make payment in full.

VIII. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C., §§ 2000d et seq.), Title VIII of the Civil Rights Act of 1968 (42 U.S.C., §§ 3601 et seq.), Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 (42 U.S.C., §§ 5301 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C., §§ 791 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C., §§

12101 et seq.), the Age Discrimination Act of 1975 (42 U.S.C., §§ 6101 et seq.), Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086, and all implementing regulations, and all as may be amended.

2. Nondiscrimination

No person shall, on the grounds of race, ethnicity, sex, creed, color, religion, age, sexual orientation, disability or national origin, be excluded from participation in, be refused the benefits of, or otherwise be subject to discrimination in any activities, program or employment supported by this Agreement. The applicable non-discrimination provisions in Section 109 of the HCD Act are still applicable. In addition, COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara COUNTY Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the Ordinance were specifically set out herein, and CONTRACTOR shall comply with said Ordinance.

3. Land Covenants

The Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352). In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, CONTRACTOR shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that COUNTY and the United States are beneficiaries of and entitled to enforce such covenants. CONTRACTOR, in undertaking its obligation to carry out the program assisted hereunder, shall take such measures as are necessary to enforce such covenant, and shall not itself so discriminate.

4. Section 504

CONTRACTOR shall comply with all federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any federally assisted program.

B. Affirmative Action

1. Approved Plan

CONTRACTOR shall carry out an Affirmative Action Program pursuant to and in accord with President's Executive Order 11246 of September 24, 1966. CONTRACTOR shall submit to COUNTY a plan for an Affirmative Action Program prior to CONTRACTOR's receipt of Award funds. COUNTY's acceptance of CONTRACTOR's Affirmative Action Program shall not be deemed to be or construed as CONTRACTOR's compliance with Executive Order 11246 or any other applicable federal or state law, regulation, rule, executive order, ordinance, resolution, guideline, policy, directive, or standard.

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

CONTRACTOR shall use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15

U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. CONTRACTOR may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Notifications

CONTRACTOR shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of CONTRACTOR's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that it is an Equal Opportunity or Affirmative Action employer.

5. Subcontract Provisions

CONTRACTOR shall include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own contractors or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

CONTRACTOR is prohibited from using Award funds provided herein, or personnel employed in the administration of the Services, for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided under this contract and

binding upon COUNTY, CONTRACTOR and any of CONTRACTOR's contractors and subcontractors. Failure to fulfill these requirements shall subject COUNTY, CONTRACTOR and all of CONTRACTOR's contractors and subcontractors, and their successors and assigns, to those sanctions specified by the Agreement through which federal assistance is provided. CONTRACTOR certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

CONTRACTOR further agrees to comply with the "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

CONTRACTOR certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

CONTRACTOR agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

CONTRACTOR shall include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. CONTRACTOR shall not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135, and shall not allow any subcontract unless such potential subcontractor has first provided CONTRACTOR with a preliminary statement of ability to comply with the requirement of these regulations.

D. Conduct

1. Assignability

CONTRACTOR shall not assign or otherwise transfer, whether by operation of law or otherwise, this Agreement, any interest in this Agreement, or any of CONTRACTOR's rights or obligations hereunder, without the prior written consent of COUNTY thereto in each instance, and any attempt to so assign or so transfer without such consent shall be void and without legal effect, and shall constitute grounds for immediate termination of this Agreement by COUNTY; provided, however, that claims for money due or to become due to CONTRACTOR from COUNTY under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval, provided that notice of any such assignment or transfer shall be furnished promptly to COUNTY.

2. Subcontracts

a. Approvals

CONTRACTOR shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the prior written consent of COUNTY to such agreement.

b. Monitoring

CONTRACTOR shall monitor all subcontracted Services on a regular basis to assure compliance with this Agreement and all Applicable Laws. Results of such monitoring efforts shall be summarized by CONTRACTOR in written reports supported with documented evidence of follow-up actions taken to correct all areas of noncompliance.

c. Content

CONTRACTOR shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in connection with this Agreement.

d. Selection Process

CONTRACTOR shall ensure that all subcontracts engaged in connection with this Agreement shall be awarded on a fair and open competition basis in accordance with Applicable Laws, including, but not limited to, applicable procurement requirements. Executed copies of all such subcontracts shall be forwarded to the COUNTY, along with documentation reflecting the subcontractor selection process.

3. Hatch Act

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

4. Conflict of Interest

CONTRACTOR shall abide by the provisions of 2 CFR Part 2400 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 24 CFR 578.95 and 24 CFR 583.330, which include, but are not limited to, the following:

- a. CONTRACTOR shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees and agents engaged in the award and administration of contracts supported by federal funds.
- b. No employee, officer or agent of CONTRACTOR shall participate in the selection, or in the award, or administration of, a contract supported by federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to activities under this Agreement, 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 in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to such activities, or with respect to the proceeds from such activities, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of COUNTY, CONTRACTOR, or any designated public agency.
- d. CONTRACTOR shall promptly disclose to the COUNTY, in writing, all potential conflicts of interest.

5. Lobbying

CONTRACTOR hereby certifies that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all CONTRACTORs shall certify and disclose accordingly; and
- d. Lobbying Certification
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Intellectual Property

If this Agreement results in any copyrightable material or patentable inventions, COUNTY and HUD shall have the right to a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, such work and materials for governmental purposes, and CONTRACTOR shall cooperate in securing such rights for COUNTY, including from any and all subcontractors providing services or deliverables to or on behalf of CONTRACTOR in connection with this Agreement or the Services (each a "Subcontractor"). CONTRACTOR must comply, and shall ensure Subcontractor compliance, with 2 C.F.R. § 200.315.

Unless otherwise specified in EXHIBIT A, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions").

COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This "Intellectual Property" provision shall survive expiration or termination of this Agreement.

COUNTY shall be the owner of the following items in connection with this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, and any material necessary for the practical use of the data and/or documents from the time of collection and/or production, whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any materials under this Section 6 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 other use in whole or in part, all reports, data, documents or other materials prepared under this Agreement.

7. Religious Activities

CONTRACTOR shall ensure that Award funds provided under this Agreement shall not be utilized for inherently religious activities prohibited by 24 CFR 583.150(b) (2), such as worship, religious instruction, or proselytization.

8. Criminal Disclosure

CONTRACTOR must disclose, in a timely manner, in writing to the COUNTY all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Award. Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.338 Remedies for noncompliance, including suspension or debarment. (See also 2 CFR parts 180 and 2424 and 31 U.S.C. 3321.)”

9. Debarment and Suspension

CONTRACTOR certifies to COUNTY that none of it and its employees and principals are debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

IX. ENVIRONMENTAL CONDITIONS

A. Air and Water

CONTRACTOR shall comply with the following requirements insofar as they apply to the performance of this Agreement:

1. Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
2. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
3. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

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

C. Lead-Based Paint

CONTRACTOR agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 583.330(d), and 24 CFR Part 35, Subpart B. Such regulations pertain to all assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

CONTRACTOR shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) as applicable and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

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

X. SEVERABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless continue in full force and effect.

XI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XII. WAIVER

COUNTY's delay or failure to act with respect to a breach by CONTRACTOR shall not constitute or be construed as a waiver of COUNTY's rights with respect to subsequent or similar

breaches. Any delay or failure of COUNTY to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision, and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

XIII. ENTIRE AGREEMENT

This Agreement, including the exhibits attached hereto, constitutes the entire agreement between COUNTY and CONTRACTOR with respect to the subject matter hereof, and it supersedes all prior and contemporaneous communications and proposals, whether electronic, oral, or written between COUNTY and CONTRACTOR with respect to this Agreement. Each party hereto waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

XIV. REMEDIES NOT EXCLUSIVE

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

XV. TIME IS OF THE ESSENCE

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

XVI. NONEXCLUSIVE AGREEMENT

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

XVII. CALIFORNIA LAW

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

XVIII. EXECUTION OF COUNTERPARTS

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

XIX. AUTHORITY

Each of the parties and signatories to this Agreement warrants and represents that such party has the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity (ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement

have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated.

XX. PRECEDENCE

In the event of conflict between the provisions contained in the numbered sections I through XX of this Agreement and the provisions contained in the Exhibits, the provisions of the Agreement shall prevail over those in the Exhibits, other than Exhibit B, which shall control and prevail.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Agreement by the respective authorized officers as set forth below to be effective as of the first date executed by the all of the parties hereto.

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

"COUNTY"
COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

By: _____
Laura Capps, Chair
Board of Supervisors

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

Signed by:
By: Shawna Jorgensen
DF6DB8D7D6344E6...
Deputy Auditor-Controller

DocuSigned by:
By: Jesús Armas
E33B804A6E03475...
Jesús Armas
Community Services Director

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

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

APPROVED AS TO FORM:
GREG MILLIGAN
RISK MANAGEMENT

Signed by:
By: Greg Milligan
05F555F00269466...
Risk Manager

CONTRACTOR:

Community Action Commission of Santa Barbara dba CommUnify

DocuSigned by:
By: Patricia D. Keelean
8C2FBB0CDE4E4BF...
Authorized Representative

Name: Patricia D. Keelean
Title: Chief Executive Officer

Exhibit A

SCOPE OF WORK

Community Action Commission of Santa Barbara dba CommUnify

Youth Homelessness Demonstration Program (“YHDP:)

Youth Action Board (“YAB”)

Youth Resource Mobile Application

CONTRACTOR shall provide all of the following Services and deliverables:

1. Project Synopsis:

- 1.1. CONTRACTOR shall deliver to the COUNTY a 211 Youth Resource mobile application for 211 Santa Barbara County that is accessible to youth aged 12-24 years old in Santa Barbara County (the “211 Youth Resource App” or “App”). The App will provide easy access to critical resources and information, including crisis hotlines, mental health services, substance abuse treatment, housing assistance, and job training programs.

2. Project Scope

2.1. Core App Functionalities:

- 2.1.1. **Resource Directory:** A comprehensive database of local resources (“Database”) categorized by need (e.g., mental health, housing, substance abuse, etc.).
- 2.1.2. **Call Specialist Access:** Direct access to call center with one-touch dialing or text.
- 2.1.3. **Push Notifications:** Timely alerts for urgent information, event reminders, and resource updates.

2.2. App Technical Specifications

- 2.2.1. **Platform Compatibility:** Android and iOS
- 2.2.2. **Design:** Modern, intuitive, and youth-friendly user interface
- 2.2.3. **Accessibility:** Adherence to accessibility standards to accommodate users with disabilities
- 2.2.4. **Performance:** Optimal performance on various devices and network conditions
- 2.2.5. **Testing:** Rigorous testing to ensure quality and bug-free operation

2.3. Project Deliverables:

- 2.3.1. **Design Documents:** Wireframes, mockups, and style guides
- 2.3.2. **Development:** Fully functional mobile App for both Android and iOS platforms
- 2.3.3. **Testing Reports:** Reports of testing activities and results
- 2.3.4. **Deployment:** App deployment to the Apple App Store and Google Play Store
- 2.3.5. **User Documentation:** User manuals and tutorials
- 2.3.6. **Maintenance and Support:** Post-launch support, bug fixes, and updates

2.3.7.Key Performance Indicators: Collaborate with the YAB to define key performance indicators for evaluating the App's impact on youth engagement with health and human services in the community.

3. Project Timeline:

3.1. Within the First Month of the Term, CONTRACTOR will:

- 3.1.1. Execute a contract ("App Development Contract") with an experienced, professional, app design firm registered with the California Secretary of State to do business in the State of California, [] ("App Developer") as a subcontractor of CONTRACTOR for the development of the App, which App Development Contract will include County-approved ownership and use provisions with respect to the App and other deliverables under the App Development Contract that are in alignment with 2 C.F.R. 200.315 and all other applicable laws, and which is consistent with and incorporates this Agreement by reference. The App Development Contract must contain provisions adequate to enable CONTRACTOR to cause the performance of App Developer thereunder and the timely delivery to the COUNTY of the App in full compliance with this Agreement.
- 3.1.2. Work with iCarol database to set up API (link) between the database and App.
- 3.1.3. Meet with the YAB to provide a demo of a sample app.
- 3.1.4. Obtain feedback on the sample app and suggestions for the look and feel of the proposed 211 Youth Resource App. (Icons, color scheme, design, images, etc.)
- 3.1.5. Provide App Developer with feedback from the YAB. This feedback will inform the interface, graphics, and design of the new app.
- 3.1.6. Create iOS and Android accounts for the 211 Youth Resource App to be available in widely accessible app stores, including, but not limited to, iTunes and Google Play.
- 3.2. During the second month of the Term, CONTRACTOR will:
 - 3.2.1. Meet with YAB to demonstrate a preliminary design of the App.
 - 3.2.1.1. Get feedback and implement feedback to the App.
- 3.3. Facilitate a youth lead marketing campaign led by the YAB.
 - 3.3.1. Identify marketing strategies, locations, and materials needed for App the launch.
 - 3.3.2. Develop marketing materials
 - 3.3.3. Have the Youth Advisory Board test the App and provide feedback
 - 3.3.4. Facilitate any changes requested by the YAB.
 - 3.3.5. Finalize marketing materials
 - 3.3.6. Submit the App for approval to iTunes and Google Play
- 3.4. During the Third Month of the Term, CONTRACTOR will:
 - 3.4.1. Provide training to the YAB on sending push notifications for community events and other youth-related news
 - 3.4.2. Create a push notification calendar outline
 - 3.4.3. Send out Disaster and Emergency push notifications accordingly
 - 3.4.4. Create press releases for the 211 Youth Resource App
 - 3.4.5. Launch marketing campaign for the App
 - 3.4.6. Launch 211 Youth Resource App

3.5. After App launch for the duration of the Term, CONTRACTOR will:

211 Youth Resource App Scope of Work

3.5.1. Continue to meet with the YAB and provide data on the following:

3.5.1.1. Search trends, gaps in needs (if any), engagement on the App, and adoption rates

3.5.2. 211 Facilitate the ongoing marketing campaign of the 211 Youth Resource App to achieve target adoption rates.

4. Project Team:

4.1. **CommUnify Project Manager:** Oversees project planning, execution, and delivery, and maintains database.

4.2. **YAB:** Provide meaning input on user-centered designs

4.3. **CONTRACTOR** will provide accurate and up-to-date 211 resource information.

4.4. **CONTRACTOR will cause App Developer, as a subcontractor of CONTRACTOR under the App Development Contract** to develop the App (for Android and iOS) and to conducts rigorous testing.

5. Project Assumptions:

5.1.

5.2. YAB will have access to necessary testing devices.

5.3. YAB will provide timely feedback and approvals.

6. CONTRACTOR Mitigation obligations to address Project risks:

6.1. **CONTRACTOR** will be proactive in communicating with resource providers and finding alternative solutions in the event of delayed access to resources or API integrations.

6.2. **CONTRACTOR** represents and warrants that **CONTRACTOR** will engage an experienced development team with which **CONTRACTOR** will be able to fully perform all of the Services and deliver the App as a high-quality, user-friendly mobile app that empowers youth in Santa Barbara County to access the support and resources they need. **CONTRACTOR** will engage in regular code reviews and contingency planning to timely and effectively address technical challenges during App development.

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6.3. **CONTRACTOR** will engage in comprehensive marketing and outreach, user feedback mechanisms, and continuous App improvement to accomplish user adoption and engagement.

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Exhibit B
Indemnification and Insurance Requirements
(For Information Technology 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:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
5. **Cyber Liability Insurance:** covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release

of private information, alteration of electronic information, extortion and network security, with limit of no less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for 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 if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents 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 C

Federal Terms and Conditions

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

A. **Equal Opportunity**

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

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

for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

provisions of this order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the order. In the event that the union, or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the Secretary of Labor may require.

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

B. Disadvantaged/Minority/Women Business Enterprise Federal Regulatory Requirements under 2 CFR Part 2400 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

1. The Subrecipient will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
2. Affirmative steps shall include:
 - i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
 - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
 - v. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and

C. "Section 3 Clause" – Economic Opportunities for Low- and Very Low-Income Persons

1. The work to be performed under this Agreement is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
2. Subrecipient agrees to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by its execution of this Agreement, Subrecipient certifies that it is under no contractual or other impediment that would prevent it from complying with the regulations in 24 CFR Part 135.

3. Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of its commitments under 24 CFR 135.38, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
4. Subrecipient agrees to include the section 3 clause (Section C of this Exhibit) in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in the section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. SUBRECIPIENT will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
5. Subrecipient will certify that any vacant employment positions, including training positions, that are filled (1) after SUBRECIPIENT is selected but before the Agreement is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent Subrecipient's obligations under 24 CFR Part 135.
6. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD- assisted contracts.
7. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indian organizations and Indian-owned Economic Enterprises. SUBRECIPIENTS that are subject to the provisions of section 3 and section 8(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

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

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

E. Compliance with Labor Standard Provisions

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

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

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

G. Requirements and Regulations pertaining to Data and Design

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

H. Requirements and Regulations Pertaining to Reporting

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

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

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

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

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

K. Compliance with the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148). CONTRACTOR shall comply with the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination.

L. Rights to Inventions Made Under a Contract or Agreement. If the Federal award used to fund this Agreement meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the CONTRACTOR wishes to enter into a contract with a small business firm or nonprofit

organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” such as the contemplated App Development Contract, the CONTRACTOR must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

EXHIBIT D
Quarterly Status Report

YHDP

Quarterly Status Report

County of Santa Barbara
Community Services Department

Instructions: Submit this status report to Matthew Rector, Homelessness Assistance Programs Specialist, by email mrector@countyofsb.org.

Quarter 1 (4-months)
☐ MARCH 1, 2025 – JUNE 30, 2022
Quarter 5
☐ APR 1, 2026 – JUN 30, 2026

☐ **Quarter 2**
JUL 1, 2025 – SEP 30, 2025

☐ **Quarter 3**
OCT 1, 2025 – DEC 31, 2025

☐ **Quarter 4**
JAN 1, 2026 – MAR 31, 2024

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Agency

CommUnify

Project

CoC Youth Action Board Mobile App Project

Contract #

tbd

Contact Person

Elisa Pardo

Phone Number

805-922-2243 x. 122

Email Address

hgiron@goodsamaritanshelter.org

1. APR Subrecipient Report
N/A
2. Accomplishments

Goals

	Goal	Quarter	Program-to-Date
Mobile application user downloads	500		
Average monthly active users	100		

Performance Measure

	Goal	Quarter	Program-to-Date
		% Growth Rate	% Growth Rate
Mobile application user growth rate, quarterly after first quarter	50%		

Narrative (Attach additional pages, as needed)

1. Describe the project’s progress in meeting the goals and performance measures as set forth in the Agreement. If the project is not performing as planned, provide an explanation.

3. Race & Ethnicity Data (Users)

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

4. Project Funding

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

HUD Funds

	Amount	
ESG	\$	
CDBG – County	\$	
CDBG – Other	\$	
HOME	\$	
YHDP	\$	\$66,967.52
Total	\$	

Other Funds

	Amount	
Other Federal Funds	\$	
State Funds	\$	

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.

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

5. Additional Comments

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

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

General Administration Requirements and Terms for HUD Financial Assistance Awards

1. Compliance with Non-discrimination and Other Requirements

The following non-discrimination provisions and other requirements apply to the Project and CONTRACTOR's performance of Services under this Agreement.

a. Compliance with Fair Housing and Civil Rights Laws.

CONTRACTOR must comply with all applicable fair housing and civil rights requirements in 24 CFR 5.105(a), including, but not limited to, the Fair Housing Act; Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; Title II and Title III of the Americans with Disabilities Act of 1990. Section 109 of the Housing and Community Development Act of 1974 may also apply. See 24 CFR Part 6.

CONTRACTOR must comply with the law(s) of the State of California and all other applicable laws.

b. Improving Access to Services for Persons with Limited English Proficiency (LEP).

Executive Order (E.O.) 13166 seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have LEP. CONTRACTOR shall take reasonable steps to ensure meaningful access to their programs and activities to LEP individuals. As an aid to recipients, HUD published Final Guidance to Federal Financial Assistance Recipients: Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (LEP Guidance) in the Federal Register on January 22, 2007 (72 FR 2732). LEP guidance and LEP information is available here: [Federal Register](#).

c. Accessible Technology.

Section 508 of the Rehabilitation Act of 1973, as amended (Section 508) requires HUD to ensure, when developing, procuring, maintaining, or using electronic and information technology (EIT), that the EIT allows persons with disabilities to access and use information and data comparably to those without disabilities unless an undue burden would result to the Federal agency. HUD encourages its recipients to adopt the goals and objectives of Section 508 by ensuring comparable access whenever EIT is used. CONTRACTOR must also comply with Section 504 of the Rehabilitation Act and, where applicable, the ADA. These statutes also require effective communication with individuals with disabilities and prohibit EIT-imposed barriers to access information, programs, and activities for persons with disabilities. (See Information on [accessible technology](#).)

2. Equal Access to Housing Regardless of Sexual Orientation or Gender Identity.

The Equal Access Rule at 24 CFR 5.105(a)(2) requires that a determination of eligibility for housing that is assisted by HUD or subject to a mortgage insured by HUD shall be made in accordance with the eligibility requirements provided for such program by HUD, and such housing shall be made available without regard to actual or perceived sexual orientation, gender identity (77 Fed. Reg. 5662 (Feb. 3, 2012)) or marital status. Furthermore, under 24 CFR 5.106, any recipient, sub-recipient, owner, operator, manager or service provider funded in whole or part by any Community Planning and Development (CPD) program may not deny equal access to programs, activities, services, or facilities based on a person's gender identity. Thus, the aforementioned parties must comply with 24 CFR 5.105(a)(2) when determining eligibility for housing assisted by HUD or insured by FHA and, and,

in addition, with 24 CFR 5.106 when receiving assistance from CPD programs.

HUD's definitions of sexual orientation and gender identity are at 24 CFR 5.100. HUD's definition of family is at 24 CFR 5.403. (See other regulatory changes made through HUD's Equal Access Rules: Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity and amended by Equal Access in Accordance with an Individual's Gender Identity in Community Planning and Development Programs, 81 Fed. Reg. 64763 (Sept. 21, 2016)).

HUD's Native American and Native Hawaiian programs are covered by the rule Equal Access to Housing in HUD's Native American and Native Hawaiian Programs – Regardless of Sexual Orientation or Gender Identity, 81 Fed. Reg. 80989 (Nov. 17, 2016).

3. Ensuring the Participation of Small Disadvantaged Businesses, and Women- Owned Business.

HUD is committed to ensuring that small businesses, small disadvantaged businesses, and women-owned businesses, and Labor Surplus Area Firms participate fully in the direct contracting and contracting opportunities generated by HUD's financial assistance. CONTRACTOR is required by 2 CFR 200.321 to take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and Labor Surplus Area Firms are used whenever possible.

4. Equal Participation of Faith-based Organizations in HUD Programs and Activities.

HUD's regulations on the equal participation of faith-based organizations are at 24 CFR 5.109. On April 4, 2016, HUD amended 24 CFR 5.109 consistent with E.O. 13559, entitled Fundamental Principles and Policymaking Criteria for Partnerships with Faith-Based and Other Neighborhood Organizations (75 Fed. Reg. 71319 (Nov. 22, 2010)). (See 81 FR 19355). These regulations apply to all HUD programs and activities, including all of HUD's Native American Programs, except as may be otherwise provided in the respective program regulations, or unless inconsistent with the respective program authorizing statute. These regulations provide, among other things, that a faith-based organization that participates in a HUD-funded program or activity retains its independence, and may continue to carry out its mission provided that it does not use direct Federal financial assistance to support or engage in any explicitly religious activities; an organization that engages in explicitly religious activities must separate those activities, in time or location, from activities supported by direct Federal financial assistance and participation must be voluntary; a faith-based organization that carries out programs or activities with direct Federal financial assistance from HUD must provide beneficiaries and prospective beneficiaries with a written notice of certain protections; beneficiaries and prospective beneficiaries may object to the religious character of an organization, upon which the organization must undertake reasonable efforts to identify and refer the beneficiary or prospective beneficiary to an alternative provider; and an organization that receives Federal financial assistance under a HUD program or activity may not discriminate against a beneficiary or prospective beneficiary on the basis of religion, religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice. (See [24 CFR 5.109](#)).

5. OMB Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Unless excepted under 24 CFR Subtitle B chapters I through IX, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, set forth in 2 CFR part 200, shall apply to Federal Awards made by the Department of Housing and Urban Development to

non-Federal entities. Applicants should be aware that if the total Federal share of your Federal award may include more than \$500,000 over the period of performance, you may be subject to post award reporting requirements reflected in Appendix XII to Part 200 Award Terms and Condition for Recipient Integrity and Performance.

6. Drug-Free Workplace.

As a subrecipients receiving funds from HUD hereunder, CONTRACTOR is subject to [292 CFR Part 24](#), which implements the Drug-Free Workplace Act of 1988 (41 U.S.C. 701, et seq.), as amended, and required to provide a drug-free workplace. Compliance with this requirement means that CONTRACTOR will:

- a. Publish a statement notifying employees that it is unlawful to manufacture, distribute, dispense, possess, or use a controlled substance in the applicant's workplace and such activities are prohibited. The statement must specify the actions that will be taken against employees for violation of this prohibition. The statement must also notify employees that, as a condition of employment under the federal award, they are required to abide by the terms of the statement and that each employee must agree to notify the employer in writing if the employee is convicted for a violation of a criminal drug statute occurring in the workplace, no later than 5 calendar days after such conviction.
- b. Establish an ongoing drug-free awareness program to inform employees about:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The applicant's policy of maintaining a drug-free workplace;
 - 3) Available drug counseling, rehabilitation, or employee assistance programs; and
 - 4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- c. Notify HUD and other federal agencies providing funding in writing within 10 calendar days after receiving notice from an employee of a drug abuse conviction or otherwise receiving actual notice of a drug abuse conviction. The notification must be provided in writing to HUD's Office of Strategic Planning and Management, Grants Management Division, Department of Housing and Urban Development, 451 7th Street, SW, Room 3156, Washington DC 20410-3000, along with the following information:
 - 1) The program title and award number for each HUD award covered;
 - 2) The HUD staff contact name, telephone and fax numbers;
 - 3) A grantee contact name, telephone and fax numbers; and
 - 4) The convicted employee's position and title.
- d. Require that each employee engaged in the performance of the federally funded award be given a copy of the drug-free workplace statement required in item (a) above and notify the employee that one of the following actions will be taken against the employee within 30 calendar days of receiving notice of any drug abuse conviction:
 - 1) Institution of a personnel action against the employee, up to and including termination consistent with requirements of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended; or

2) Imposition of a requirement that the employee participates satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

e. Identify to the agency making the award all known workplaces under the award. The workplace identification must include the actual address of buildings or other sites where work under the award will take place. The applicant must also inform the agency of any workplace changes during the performance of the award. The identification of the workplaces must occur either:

- 1) At the time of application or upon award; or
- 2) In documents the applicant keeps on file in its offices during performance of the award, in which case the applicant must make the information available for inspection upon request by the agency.

7. Safeguarding Resident/Client Files.

In maintaining resident and client files, CONTRACTOR shall comply with the Privacy Act of 1974 (Privacy Act), the agency rules and regulations issued under the Privacy Act and observe state and local laws concerning the disclosure of records that pertain to individuals. CONTRACTOR must comply with the Privacy Act in the design, development, or operation of any system of records on individuals and take reasonable measures to ensure that resident and client files are safeguarded, including when reviewing, printing, or copying client files.

8. Compliance with the Federal Funding Accountability and Transparency Act of 2006 (Pub. L.109-282) (Transparency Act), as amended.

Prime Grant Awardee Reporting. Prime recipients of HUD's financial assistance are required to report certain subawards in the [Federal Funding Accountability and Transparency Act Subaward System \(FSRS\)](#) or its successor system for all prime awards listed on the FSRS website. Prime financial assistance awardees receiving funds directly from HUD are required to report subawards and executive compensation information both for the prime award and subaward recipients, including awards made as pass-through awards or awards to vendors. For reportable subawards, if executive compensation reporting is required and subaward recipients' executive compensation is reported through the SAM system, the prime recipient is not required to report this information. The reporting of subaward and executive compensation information shall be in accordance with the requirements of the Transparency Act, as amended, and Appendix A to 2 CFR part 170. Information on requirements under the Transparency Act and OMB guidance is available at www.fsrs.gov.

9. Accessibility for Persons with Disabilities.

For all HUD-funded activities:

a. All meetings must be held, and services provided in facilities that are physically accessible to persons with disabilities. Where physical accessibility is not achievable, CONTRACTOR must give priority to alternative methods of product or information delivery that offer programs and activities to qualified individuals with disabilities in the most integrated setting appropriate in accordance with HUD's implementing regulations for section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794) at 24 CFR part 8, subpart C; and,

b. All notices of and communications during all training sessions and public meetings shall be provided in a manner that is effective for persons with hearing, visual, and other communication-related disabilities or provide other means of accommodation for persons with disabilities consistent with section 504 of the Rehabilitation Act of 1973 and HUD's Section 504 regulations. CONTRACTOR must provide appropriate auxiliary aids and services necessary to ensure effective communication, which includes ensuring that information is provided in appropriate accessible formats as needed, e.g., Braille, audio, large type, assistive listening devices, sign language interpreters, accessible websites, and other electronic communications. [See 24 CFR Section 8.6; 28 CFR 35.160, 36.303.](#)

10. Violence Against Women Act.

The Violence Against Women Reauthorization Act of 2013 amended the Violence Against Women Act of 1994 (VAWA) to provide housing protections for victims of domestic violence, dating violence, sexual assault, and stalking in many of HUD's housing programs. HUD's implementing regulations for VAWA are found in the applicable program regulations and 24 CFR Part 5, Subpart L, Protection for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking (collectively, the VAWA rule). The specific HUD programs that are subject to the VAWA rule are listed in the "covered housing program" definition at 24 CFR 5.2003. In general, the VAWA rule provides that an applicant for assistance or tenant assisted under a covered housing program may not be denied admission to, denied assistance under, terminated from participation in, or evicted from the housing on the basis or as a direct result of the fact that the applicant or tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the applicant or tenant otherwise qualifies for admission, assistance, participation, or occupancy. The VAWA rule also requires the establishment of emergency transfer plans for facilitating the emergency relocation of certain tenants who are victims of domestic violence, dating violence, sexual assault, or stalking. For the specific requirements of the VAWA rule, please refer to 24 CFR Part 5, Subpart L, and the applicable program regulations.

11. Conducting Business in Accordance with Ethical Standards

a. Code of Conduct for Procuring Property and Services. CONTRACTOR must have a code of conduct (or written standards of conduct) for procurements that meets all requirements in 2 CFR 200.318(c).

b. Other Conflicts of Interest

In all cases not governed by 2 CFR 200.317 and 200.318(c), all recipients and subrecipients must comply with the conflict of interest requirements in the applicable program regulations. If there are no program-specific regulations for the award, the following conflict of interest requirements apply in all cases not governed by 2 CFR 200.317 and 200.318(c):

i. *General prohibition.* No person who is an employee, agent, consultant, officer, or elected or appointed official of the recipient or subrecipient and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is 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 activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or

the proceeds thereunder, either for himself or herself or for those with whom he or she has immediate family or business ties, during his or her tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including a stepparent), child (including a stepchild), brother, sister (including a stepbrother or stepsister), grandparent, grandchild, and in-laws of a covered person.

ii. *Exceptions.* HUD may grant an exception to the general prohibition in paragraph (i) upon the recipient's written request and satisfaction of the threshold requirements in paragraph (iii), if HUD determines the exception will further the Federal purpose of the award and the effective and efficient administration of the recipient's program or project, taking into account the cumulative effects of the factors in paragraph (iv).

iii. *Threshold requirements for exceptions.* HUD will consider an exception only after the recipient has provided the following documentation:

- a. A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and
- b. An opinion of the recipient's attorney that the interest for which the exception is sought would not violate State or local law.

iv. *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the recipient has satisfactorily met the threshold requirements in paragraph (iii), HUD will consider the cumulative effect of the following factors, where applicable:

- a.) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;
- b.) Whether an opportunity was provided for open competitive bidding or negotiation;
- c.) Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;
- d.) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process with respect to the specific assisted activity in question;
- e.) Whether the interest or benefit was present before the affected person was in a position as described in paragraph (i);
- f.) Whether undue hardship will result either to the recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and
- g.) Any other relevant considerations.

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