

**CONTINUUM OF CARE PROGRAM SUBRECIPIENT AGREEMENT
BETWEEN
COUNTY OF SANTA BARBARA
AND
UNITED WAY OF NORTHERN SANTA BARBARA COUNTY**

Santa Barbara County Coordinated Entry System

CFDA No. 14.267

THIS AGREEMENT, entered by and between the County of Santa Barbara, a political subdivision of the State of California (hereinafter "COUNTY") and United Way of Northern Santa Barbara County, a California not-for-profit public benefit corporation (hereinafter "SUBRECIPIENT"),

WITNESSETH THAT:

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 "Act"; and

WHEREAS, the United States of America, through its Department of Housing and Urban Development (HUD) released a Notice of Funding Availability for the Fiscal Year 2017 Continuum of Care Program Competition (CoC Program NOFA) on July 14, 2017; and

WHEREAS, COUNTY responded to the CoC Program NOFA by submitting an application for new funding for the Santa Barbara County Coordinated Entry System (hereinafter "PROJECT") to HUD on September 28, 2017; and

WHEREAS, HUD announced on January 11, 2018 that PROJECT was funded; and

WHEREAS, PROJECT's time of performance will begin August 1, 2018; and

WHEREAS, the availability of grant funds for PROJECT is contingent upon the execution of a Grant Agreement between COUNTY and HUD;

WHEREAS, COUNTY determined that United Way of Northern Santa Barbara County is a Subrecipient and its Federal Award Identification Information is attached hereto and incorporated herein as Exhibit I.

WHEREAS, SUBRECIPIENT operates PROJECT; and

WHEREAS, SUBRECIPIENT is qualified by reason of experience, preparation, organization, staffing and facilities to provide services.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the parties agree as follows:

1. Definitions

The following terms have the following meanings wherever used in this Agreement, attached exhibits, or documents incorporated into this Agreement by reference:

"Agreement" means this legally binding contract entered into by and between COUNTY and SUBRECIPIENT.

“Continuum of Care Program” (“CoC Program”) means the program as described in 24 CFR Part 578.

“COUNTY” means the County of Santa Barbara, a political subdivision of the State of California.

“Homeless” is defined in 24 CFR 578.3, as may be amended, and means:

- (1) An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:
 - (i) An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;
 - (ii) An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low income individuals); or
 - (iii) An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution;
- (2) An individual or family who will imminently lose their primary nighttime residence, provided that:
 - (i) The primary nighttime residence will be lost within fourteen (14) days of the date of application for homeless assistance;
 - (ii) No subsequent residence has been identified; and
 - (iii) The individual or family lacks the resources or support networks, e.g., family, friends, faith-based or other social networks, needed to obtain other permanent housing;
- (3) Unaccompanied youth under twenty-five (25) years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:
 - (i) Are defined as homeless under section 387 of the Runaway and Homeless Youth Act (42 U.S.C., § 5732a); section 637 of the Head Start Act (42 U.S.C., § 9832); section 41403 of the Violence Against Women Act of 1994 (42 U.S.C., § 14043e-2); section 330(h) of the Public Health Service Act (42 U.S.C., § 254b(h)); section 3 of the Food and Nutrition Act of 2008 (7 U.S.C., § 2012); section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C., § 1786(b)); or section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C., § 11434a); all implementing regulations; and, all as may be amended;
 - (ii) Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance;
 - (iii) Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance; and (iv) Can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence or childhood abuse (including neglect), the presence of a child or youth with a disability, or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment; or
- (4) Any individual or family who:
 - (i) Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual’s or family’s primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence;
 - (ii) Has no other residence; and
 - (iii) Lacks the resources or support networks, e.g., family, friends, and faith-based or other social networks, to obtain other permanent housing.

“Eligible Costs” mean costs eligible for payment under the CoC Program as specified in 24 CFR 578.39 - 24 CFR 578.63.

“Homeless Management Information System” (“HMIS”), as defined in 24 CFR 578.3, means the information system designated by COUNTY to comply with the requirements prescribed by HUD.

“HUD” means the United States Department of Housing and Urban Development.

“MOU” means the Memorandum of Understanding between the COUNTY and SUBRECIPIENT approved by the Board of Supervisors on January 23, 2018 and set forth in Exhibit A to this Agreement attached hereto and incorporated by reference herein.

“Operating Costs” mean costs incurred by SUBRECIPIENT for the day-to-day operation of PROJECT as specified in 24 CFR 578.55.

“Operating Start Date” means the date that SUBRECIPIENT can begin incurring Administrative Costs and Operating Costs.

“Permanent Housing,” as defined in 24 CFR 578.3, means community-based housing without a designated length of stay.

“Permanent Supportive Housing”, as defined in 24 CFR 578.3, means Permanent Housing in which Supportive Services are provided to assist Homeless persons with a disability to live independently.

“PROJECT” means the Coordinated Entry System project as described in the Project Application.

“Project Administrative Costs” mean the costs associated with the management, coordination, monitoring, and evaluation of PROJECT as specified in 24 CFR 578.59.

“Project Application” means the application submitted to HUD on September 28, 2017 for funding to operate PROJECT attached hereto and incorporated by reference herein as Exhibit B.

“Project Budget” means the budget for Eligible Costs set forth in Exhibit C to this Agreement attached hereto and incorporated by reference herein.

“Project Costs” mean any and all Eligible Costs, fees or expenses incurred in connection with PROJECT, including Operating Costs and Project Administrative Costs.

“Program Participant” means a Homeless person assisted by PROJECT.

“SUBRECIPIENT” means Good Samaritan Shelter, a California not-for-profit public benefit corporation.

“Supportive Services” mean those services as defined in 24 CFR 578.53, as may be amended, and provided by SUBRECIPIENT to assist Program Participants.

2. Contract Administration

The County of Santa Barbara Community Services Department, Housing and Community Development Division, or its designee, shall have full authority to act for COUNTY in the administration of this Agreement on behalf of COUNTY.

3. **Scope of Services**

- A. SUBRECIPIENT will be responsible for ensuring that homeless persons receiving services in the county are accessing those services through the Coordinated Entry System (CES). The SUBRECIPIENT is responsible for the success of the CES project including its day-to-day activities, oversight, and evaluation, and management of the CES. The responsibilities of the SUBRECIPIENT are outlined in Exhibit A and Exhibit B to this Agreement.
- B. SUBRECIPIENT will administer PROJECT and perform the activities undertaken pursuant to this Agreement in compliance with all applicable federal, state, and local laws, ordinances, regulations, directives and guidelines governing PROJECT, and in a manner satisfactory to COUNTY.

4. **Time of Performance**

This Agreement shall begin on the date executed by all parties to be effective as of August 1, 2018 (“Operating Start Date”) and shall terminate on July 31, 2019, subject to the termination provisions contained herein.

5. **Levels of Accomplishment – Performance Measures**

SUBRECIPIENT will meet the following performance measures during the term of this Agreement:

Goal	United Way
Number of new entry points added to CES	4
Number of trainings for entry point staff	4
Number of bi-weekly housing case conferences	45
Number of marketing/outreach contacts informing the community about CES	60
Number of new affordable housing providers recruited to provide units for permanent housing placements	8
Number of standardized assessments conducted at CES entry points	1400
Number of placements into Permanent Supportive Housing through the CES	18
Number of placements into Rapid Rehousing (permanent housing) through the CES	55
Percent of placements in permanent housing (RRH and PSH) from the start of the calendar year still housed at the end of the year	80
Number of diversions to mainstream services or homeless prevention.	300

6. **Budget and Compensation**

- A. COUNTY will pay SUBRECIPIENT an amount of money not to exceed the sum of One Hundred Twenty-four Thousand, Seven Hundred Seventy-five Dollars (\$124,775), which payment shall constitute full and complete compensation for services provided hereunder. Funds under this Agreement shall only be spent according to the Project Budget, as specified in Exhibit C to this Agreement. The payments shall be used exclusively for Eligible Costs, including Project Costs.
- B. Funding under this Agreement is subject to revision in accordance with the availability of grant funds provided to COUNTY by HUD upon the execution of a Grant Agreement between COUNTY and HUD. Accordingly, COUNTY reserves the right to amend the amount of compensation set forth herein and the Project Budget in the event HUD amends funding available for PROJECT.
- C. COUNTY assumes no responsibility to pay for Project Costs not specifically set forth in the Project Budget. Further, SUBRECIPIENT understands that COUNTY makes no commitment to fund PROJECT beyond the term of this Agreement.

7. **Method of Payment**

- A. COUNTY shall distribute funds to SUBRECIPIENT in accord with 24 CFR 578.85(c).
- B. SUBRECIPIENT shall receive reimbursement for items identified in the Project Budget, subject to availability of funds for PROJECT and subject to all other provisions of this Agreement.
- C. Invoices shall be submitted to COUNTY within the following time frames:
 - i) For those Project Costs incurred before the date this Agreement is executed by all the parties, SUBRECIPIENT shall submit invoices to COUNTY within thirty (30) days of the date this Agreement is executed.
 - ii) For those Project Costs incurred after the date this Agreement is executed by all the parties, SUBRECIPIENT shall submit invoices within thirty (30) days of the end of the quarter in which Project Costs were incurred.
- D. Upon the submission of the Expenditure Summary and Payment Request (ESPR), for which a sample is attached hereto as Exhibit D, together with proper support documentation for the Scope of Services described in Section 3 of this Agreement, COUNTY shall distribute funds to SUBRECIPIENT at least once per quarter. Payments may be contingent upon certification of SUBRECIPIENT's compliance with financial management system requirements in accordance with the standards specified in 2 CFR Part 2400 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- E. Expenditures made by SUBRECIPIENT in the performance of this Agreement shall be in strict compliance and conformity with the Project Budget.

8. **Withheld Payments**

- A. Unearned payments under this Agreement may be suspended or terminated if grant funds to COUNTY are suspended or terminated, or if SUBRECIPIENT refuses to accept additional conditions imposed by HUD.
- B. Payments to SUBRECIPIENT may be withheld by COUNTY if SUBRECIPIENT fails to comply with any of the provisions of this Agreement.

9. **Close-Outs**

In addition to the requirements set forth in 24 CFR 578.109, SUBRECIPIENT agrees to complete all necessary financial close-out procedures required by COUNTY, within a period of not more than forty-five (45) calendar days from the termination or completion of this Agreement ("Financial Close-out Period"). COUNTY is not liable to provide reimbursement for any Project Costs incurred by SUBRECIPIENT prior to but not invoiced until after the expiration of the Financial Close-out Period. After the expiration of the Financial Close-out Period, those funds not paid to SUBRECIPIENT under this Agreement, if any, may be immediately reprogrammed by HUD.

10. **Funding Reduction**

- A. COUNTY reserves the right to revise this Agreement in the event that grant funds are reduced. In the event of a funding reduction, COUNTY may unilaterally reduce the Project Budget, in whole or as to a Project Cost, may limit the Time of Performance, and may restrict SUBRECIPIENT's use of both its uncommitted and its unspent grant funds.

- B. In no event shall COUNTY be responsible for payment of Project Costs incurred by SUBRECIPIENT in excess of grant funds available resulting from a funding reduction.

11. **Fiscal Accountability**

- A. SUBRECIPIENT agrees to manage grant funds received through COUNTY in accordance with sound accounting policies; incur and claim only eligible Project Costs for reimbursement; and adhere to accounting standards established in 2 CFR Part 2400 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. SUBRECIPIENT must establish and maintain on a current basis an accrual accounting system in accordance with Generally Accepted Accounting Principles and Standards. Further, SUBRECIPIENT must develop an accounting procedures manual. Said manual shall be made available to COUNTY upon request or during fiscal monitoring visits.
- C. Claimed Project Costs shall only be deemed eligible for payment if they are supported by properly executed invoices, time records, receipts, purchase vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. Checks, payrolls, invoices, vouchers, purchase orders, or other accounting documents shall be clearly identified and readily made available to COUNTY. All accounting records and supportive documentation shall be made available to COUNTY at SUBRECIPIENT's main accounting office.
- D. Invoices shall be accurate and complete in all respects. COUNTY may reject invoices and require SUBRECIPIENT to correct or clarify invoices until deemed acceptable by COUNTY.

12. **Revenue Disclosure Requirement**

Upon request, SUBRECIPIENT shall file with COUNTY a written statement listing all revenues received, or expected to be received, by SUBRECIPIENT from federal, state, COUNTY, or city sources, or other governmental sources for PROJECT. Such statement shall reflect the dollar amount of funding provided, or to be provided, by each and every governmental agency for PROJECT, and the full name and address of each governmental agency providing such funding.

13. **Matching Funds and Joint Funding**

- A. SUBRECIPIENT shall provide funds in at least the amounts specified in the Project Application and Project Budget plus any amount necessary to comply with matching requirements specified in 24 CFR 578.73. SUBRECIPIENT shall document all sources and uses of matching funds and/or in-kind donations and demonstrate the availability of said sources to COUNTY. Further, at the end of the Time of Performance, SUBRECIPIENT must demonstrate that it has met all matching requirements.
- B. COUNTY shall not pay for any Project Costs incurred by SUBRECIPIENT that are paid with other funds. If COUNTY determines that it has paid for Project Costs that have also been paid for with other funds, SUBRECIPIENT shall reimburse those funds to COUNTY.

14. **Interest Earned**

In the event that SUBRECIPIENT earns or receives interest on funds deposited under this Agreement, SUBRECIPIENT shall remit any and all interest to COUNTY at the end of the Time of Performance.

15. **Program Participant Data**

SUBRECIPIENT shall maintain Program Participant data in HMIS. SUBRECIPIENT shall ensure that all required

data elements collected from a Program Participant are inputted into HMIS. Such information shall be made available to COUNTY or its designees for review upon request. Failure to comply with HMIS reporting requirements may result in COUNTY withholding payment, in accordance with Section 8 of this Agreement.

16. **Notices**

All notices under this Agreement shall be served in writing. The notices to SUBRECIPIENT shall be sent to SUBRECIPIENT's representative at the following address or such other address as SUBRECIPIENT designates in writing:

Eddie Taylor, Chief Executive Officer
Northern Santa Barbara County United Way
1660 S. Broadway, Ste. 201
Santa Maria, CA 93454
Office: (805) 922-0329 X107
Fax: (805) 349-9848

Notices, reports and statements to COUNTY shall be delivered or sent to the Director of the County of Santa Barbara Community Services Department or his or her designee at the following address or such other address as COUNTY designates in writing:

Director
County of Santa Barbara
Community Services Department
123 E. Anapamu St., Second Floor
Santa Barbara, CA 93101

17. **Independent Contractor**

Both parties hereto in the performance of this Agreement will be acting as independent contractors and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the agents or employees of the other party for any purpose whatsoever, including workers' compensation liability.

18. **Grievance Procedures**

SUBRECIPIENT shall establish and implement a program for the resolution of any grievance or disagreement that a Program Participant may have with another Program Participant or with SUBRECIPIENT's employees regarding PROJECT. SUBRECIPIENT shall maintain documentation of all grievances. The documentation shall contain a description of the grievance and the resolution or disposition of said grievance. Said documentation shall be retained in a central dispute or grievance file, which file shall be made available to COUNTY upon request. SUBRECIPIENT shall provide a formal process for terminating assistance to a Program Participant who violates PROJECT requirements or conditions of occupancy in accordance with 24 CFR 578.91.

19. **Program Income**

SUBRECIPIENT may use any resident rents and occupancy charges received through PROJECT only in the manner specified in 24 CFR 578.97 and calculated according to 24 CFR 578.77 including any amendments thereto.

20. **Subcontracts**

A. For the purpose of this Agreement, any subcontracts under this Agreement must be approved by COUNTY

in writing and may include purchase agreements, lease or rental agreements (excluding real property agreements), third party agreements, consultant services subcontracts, and construction subcontracts. All subcontracts entered into in the performance of this Agreement shall:

- i) Be in writing.
 - ii) Be subject to the terms and conditions set forth in this Agreement, and contain the applicable provisions of this Agreement.
 - iii) Specifically prohibit assignment or transfer of interest without prior written approval by COUNTY.
 - iv) Specifically provide proof, when applicable, of qualifications necessary, appropriate permits and/or business licenses.
 - v) Specifically provide parties to the subcontract, a full description of the exact scope of services to be performed, the length of time, and compensation for services rendered.
- B. COUNTY's approval of any subcontracts under this Agreement shall not be construed as SUBRECIPIENT's compliance with federal, state, and local laws, ordinances, regulations, directives and guidelines, or as a waiver of any rights of COUNTY to challenge such subcontracts. COUNTY's approval of any such subcontracts shall not imply that any costs incurred as part of such subcontracts are allowable. Further, COUNTY's approval of any such subcontracts shall not bind or obligate COUNTY to the terms of any such subcontracts, nor shall COUNTY's approval of such subcontracts makes COUNTY a promisor, guarantor, or surety of SUBRECIPIENT's performance of the terms of such subcontracts.
- C. Under no circumstances shall SUBRECIPIENT enter into subcontracts the compensation for which is on a cost plus percentage basis.

21. **Project Evaluation**

- A. SUBRECIPIENT shall make available for inspection during the term of this Agreement and for a period of five (5) years thereafter financial and all other records pertaining to the performance of this Agreement to HUD and/or COUNTY.
- B. Evaluation may include but is not limited to a review of the effectiveness and impact of PROJECT and a review of the internal systems such as reporting tools, tracking systems and techniques developed by SUBRECIPIENT to serve Program Participants.

22. **Monitoring**

- A. COUNTY shall monitor SUBRECIPIENT's performance and may conduct PROJECT progress reviews at any time during the term of this Agreement. COUNTY shall provide written notice to SUBRECIPIENT for all visits, observe client confidentiality rules and shall have the right of unlimited access to all activities and facilities operated by the SUBRECIPIENT under this Agreement.
- B. Facilities for the purpose of Subsection 22.A. above include all files, records, and other documents related to the performance of this Agreement. Activities include attendance at staff, board of directors, advisory committee and advisory board meetings, and observation of on-going PROJECT functions. SUBRECIPIENT shall ensure the cooperation of its staff and board members in providing complete access to COUNTY.
- C. Monitoring visits may consist of announced visits focusing on the extent to which PROJECT has been implemented, measurable goals achieved, and effectiveness of PROJECT administration and management.

23. Fiscal Monitoring

- A. COUNTY reserves the right to dispatch auditors of their choosing to any site where PROJECT is being conducted, controlled or advanced in any way. Said sites may include the home office, any branch office or other locations of SUBRECIPIENT if such site or the activities performed thereon have any relationship to PROJECT funded herein. COUNTY shall provide written notice to SUBRECIPIENT for all announced visits.
- B. SUBRECIPIENT shall make available at all times during the term of this Agreement and for a period of five (5) years thereafter, for the purpose of audit or inspection, any and all books, financial documents, papers, records, property, and premises of SUBRECIPIENT. SUBRECIPIENT's staff will cooperate fully with authorized auditors when they conduct audits and examinations of PROJECT. A financial audit of SUBRECIPIENT's performance under this Agreement may be conducted at COUNTY's discretion.

24. Audits

- A. COUNTY may request a final financial audit for activities performed under this Agreement at or after the expiration of the Financial Close-out Period.
- B. In the event that SUBRECIPIENT spends an aggregate of Seven Hundred Fifty Thousand Dollars (\$750,000.00) or more of federal funds in a fiscal year, SUBRECIPIENT shall have conducted at its own expense within nine (9) months after the close of SUBRECIPIENT's fiscal year, an audit in accordance with 2 CFR Part 2400 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. SUBRECIPIENT, no later than fifteen days after receipt of the final report resulting from an audit under the foregoing Subsection 24.B., shall submit a copy of the audit report to COUNTY.
- D. As this Agreement exceeds ten thousand dollars (\$10,000.00), SUBRECIPIENT shall be subject to the examination and audit of the California State Auditor, at the request of COUNTY or as part of any audit of COUNTY, for a period of three (3) years after final payment under this Agreement (Cal. Govt. Code Section 8546.7). SUBRECIPIENT shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

25. Audit Findings

- A. SUBRECIPIENT agrees that in the event that PROJECT is audited by independent auditors, COUNTY, or federal, state, or local agencies, SUBRECIPIENT shall be solely responsible for such finding(s) and complying with any required corrective actions. In the event that said findings have a fiscal impact on COUNTY, SUBRECIPIENT shall fully indemnify, defend and hold harmless COUNTY for the full amount of COUNTY costs resulting from said finding(s).
- B. If in COUNTY's judgment there are indications of misappropriation or misapplication of funds under this Agreement, COUNTY may require a special audit, and the cost of the audit shall be borne by SUBRECIPIENT and is not to be reimbursed from funds under this Agreement, unless specifically agreed to in writing by COUNTY.
- C. In the event that an audit reveals that COUNTY reimbursed SUBRECIPIENT for disallowed or ineligible costs under this Agreement, COUNTY shall notify and provide SUBRECIPIENT the opportunity to justify said costs prior to a final determination of disallowed costs.
- D. Upon final determination of disallowed costs, if any, SUBRECIPIENT agrees to repay all said costs to COUNTY within sixty (60) days after issuance of the final determination.

26. Deobligation

In the event HUD deobligates COUNTY from all or part of grant funds as provided in 24 CFR 578.107(d), COUNTY may deobligate SUBRECIPIENT from all or parts of funds under this Agreement. Such event shall relieve COUNTY of all obligations to provide funds to SUBRECIPIENT under this Agreement.

27. Records

- A. SUBRECIPIENT shall maintain records in accordance with requirements prescribed by this Agreement and by COUNTY, including with respect to all matters covered by any subcontract under this Agreement. Except where otherwise required by law to be retained for a longer period of time, such records shall be retained within Santa Barbara County for a period of five (5) years after receipt of final payment under this Agreement, unless authorization to remove them earlier is granted in writing by COUNTY and all agencies that may otherwise require the retention of such records.
- B. SUBRECIPIENT shall comply with recordkeeping requirements specified in 24 CFR 578.103.
- C. Expenditures shall be supported by properly executed documents evidencing in detail the nature of the charges, including but not limited to receipts and invoices. These records shall be made available to COUNTY for copying, audit, and inspection at any time during normal business hours.
- D. At such times and in such forms as COUNTY may require, SUBRECIPIENT shall furnish to COUNTY such statements, records, reports, financial data and information as COUNTY may request pertaining to matters covered by any subcontract.

28. Insurance and Indemnification

SUBRECIPIENT agrees to the insurance and indemnification provisions as set forth in Exhibit E attached hereto and incorporated herein by reference.

29. Compliance with Laws and Regulations

- A. All parties agree to be bound by applicable federal, state, and local laws, ordinances, regulations, directives and guidelines as they pertain to the performance of this Agreement including but not limited to required licenses or permits. SUBRECIPIENT further assures and certifies that it shall comply with all applicable laws, ordinances, regulations, directives and guidelines as they exist or may be amended.
- B. Applicable laws, regulations, policies, and guidelines subject to the performance of this Agreement include but are not limited to: the Act; 24 CFR Part 578, including 24 CFR 578.99; the General Section to HUD's Fiscal Year 2015 Notices of Funding Availability (NOFAs) for Discretionary Programs; the CoC Program NOFA; 24 CFR Part.5; the Flood Disaster Protection Act of 1973 (42 U.S.C., §§ 4001 et seq.); the Coastal Barrier Resources Act of 1982 (16 U.S.C. 3501 et seq.); the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 et seq.); the Residential Lead-Based Hazard Reduction Act of 1992 (42 U.S.C. 4851 et seq.); and, all implementing regulations; the Conflict of Interest provision in 24 CFR 578.95; and 2 CFR Part 2400 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; all as may be amended.

30. Facility Operating Standards

SUBRECIPIENT must ensure that facilities in which services under this Agreement are provided are operated in accordance with 24 CFR 578.75, as may be amended.

31. **Assignment**

This Agreement is not assignable by SUBRECIPIENT without the express written consent of COUNTY. Any attempt by SUBRECIPIENT to assign any performance of the terms of this Agreement without written consent of COUNTY shall be null and void and shall constitute a material breach of this Agreement.

32. **Limitation of Corporate Acts**

SUBRECIPIENT shall not move to dissolve, transfer any assets derived from funds provided herein or take any other steps which may materially affect the performance of this Agreement without first notifying COUNTY in writing. SUBRECIPIENT shall notify COUNTY within forty-eight (48) hours in writing of any change in SUBRECIPIENT's legal name.

33. **Conflict of Interest**

A. In addition to the conflict of interest requirements in 2 CFR Part 2400 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and 24 CFR 578.95, no person who is an employee, agent, representative, consultant, officer, or elected or appointed official of SUBRECIPIENT and who exercises or has exercised any functions or responsibilities with respect to PROJECT, or who is in a position to participate in a decision-making process or gain inside information with regard to PROJECT, may obtain a personal or financial interest or benefit from PROJECT, 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 family or business ties, during his or her tenure or for one year thereafter. Participation by Homeless persons who also are Program Participants in policy or decision-making under 24 CFR 578.75(g) does not constitute a conflict of interest.

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

34. **Discrimination**

In addition to the requirements set forth in 24 CFR 578.93, 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. This Agreement is subject to COUNTY's anti-discrimination ordinance set forth as Santa Barbara County Code Sections 2-94 through 2-98, all as may be amended, which is hereby incorporated by reference.

35. **Affirmative Action and Equal Employment Practices**

SUBRECIPIENT shall make every effort to ensure that PROJECT shall provide equal employment and career advancement opportunities for minorities, women and small businesses. In addition, SUBRECIPIENT shall make every effort to employ residents of the area in which PROJECT is located and shall keep a record of the positions that have been created directly as a result of PROJECT.

36. **Nepotism**

SUBRECIPIENT shall not hire nor permit the hiring of any person to fill a position funded in part or in whole under this Agreement if a member of that person's immediate family is employed in an administrative capacity by SUBRECIPIENT. For the purpose of this section, the term "immediate family" means spouse, child, mother, father, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, aunt, uncle, niece, nephew, stepparent and stepchild. The term "administrative capacity" means having selection, hiring, fiscal, supervisory, or management responsibilities, including but not limited to serving on the governing body of SUBRECIPIENT.

37. **Religious and Political Activities**

SUBRECIPIENT agrees that funds under this Agreement will be used exclusively for performance of the work required herein, and that no funds under this Agreement shall be used to promote religious or political activities. Further, SUBRECIPIENT agrees that it will not perform, nor permit to be performed, any religious or political activities in connection with the performance of this Agreement.

38. **Americans with Disabilities Act**

SUBRECIPIENT agrees to comply with the requirements of the Americans with Disabilities Act of 1990 ("ADA") (42 U.S.C., § 12101 et seq.), and all implementing regulations, all as may be amended, and to ensure that PROJECT and facilities in which PROJECT is conducted are accessible to and usable by persons with disabilities. SUBRECIPIENT further agrees to provide for reasonable accommodations to allow qualified persons with disabilities to have access to and participate in its programs, services and activities in accordance with the provisions of the ADA. SUBRECIPIENT attests that it has adopted and is enforcing Certification Regarding Compliance with the Americans with Disabilities Act consistent with the form attached hereto as Exhibit F and incorporated by reference herein.

39. **Citizen Participation**

SUBRECIPIENT shall promptly provide all data necessary for COUNTY to provide reports to citizens. SUBRECIPIENT representatives shall be available to respond to questions, attend meetings and receive recommendations when so requested by the Director of the County of Santa Barbara Community Services Department or his or her designee.

40. **Federal Lobbyist Requirements**

A. SUBRECIPIENT is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments (31 U.S.C., § 1352), and all implementing regulations, including 24 CFR Part 87, all as may be amended, from using federally-appropriated funds for the purpose of 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, loan or cooperative agreement, and any extension, continuation, renewal, amendment or modification of said documents. A Certification Regarding Lobbying is attached hereto as Exhibit G and incorporated by reference herein.

B. Failure on the part of SUBRECIPIENT or entities acting on behalf of the SUBRECIPIENT to fully comply with the Federal Lobbyist Requirements may be subject to penalties in addition to default provisions as set forth in Section 50 of this Agreement.

41. **Debarment**

SUBRECIPIENT assures and certifies that it, its officers, and employees are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from receiving funds under this Agreement in accordance with federal regulations as contained in Executive Order Number 12549 and 2 CFR Part 2424 and any amendment thereto and with guidance contained in 2 CFR Part 180, as may be amended. SUBRECIPIENT shall not knowingly enter into any lower tier contract, or other covered transaction, with a party that is similarly debarred or suspended from receiving funds under this Agreement. SUBRECIPIENT attests that it has adopted and is enforcing Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lowered Tier Covered Transactions consistent with the form attached hereto as Exhibit H and incorporated by reference herein.

42. Lead-Based Paint

When acquiring or leasing property pursuant to this Agreement, SUBRECIPIENT shall comply with the requirements of all federal, State and local health and safety laws and environmental protection laws including but not limited to the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4821 et seq.; the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C., 4851 et seq.; and Lead Exposure Reduction, 15 U.S.C. 2681 et seq.; and, all implementing regulations, including the regulations at 24 CFR Part 35; and, all as may be amended; by undertaking, or requiring the owner to undertake, to remove, encapsulate, or enclose lead-based paint and lead contaminated dust and soil. SUBRECIPIENT is precluded from leasing, using, or conducting PROJECT in structures where lead-based paint exists and abatement has not taken place.

43. Asbestos

When acquiring or leasing property pursuant to this Agreement, SUBRECIPIENT shall comply with the requirements of all federal, state and local health and safety laws and environmental protection laws including but not limited to the regulation of Asbestos-Containing Material (ACM), in accord with 40 CFR Part 763, as may be amended, by undertaking, or requiring the owner to undertake, to remove, friable (Category I) and non-friable (Category II) asbestos in any and all facilities used under this Agreement. SUBRECIPIENT is precluded from using structures where asbestos exists and abatement has not taken place. SUBRECIPIENT is further prohibited from sheltering any adult or minor child in a structure where friable asbestos is known to exist.

44. Project Changes

In the event that SUBRECIPIENT wishes to make significant changes to the approved PROJECT under this Agreement and any amendment thereto, COUNTY and HUD written approval is required in accordance with 24 CFR 578.105(b) prior to any and all changes. SUBRECIPIENT shall request all significant changes in writing to COUNTY and HUD. Significant changes include, but are not limited to:

- a) A change in SUBRECIPIENT;
- b) A change in site where PROJECT is being conducted;
- c) Additions or deletions in the Project Costs approved under this Agreement;
- d) A shift of more than ten (10) percent of funds from one Project Cost to another; and
- e) A change in the category of Program Participants to be served.

45. Budget Line Item Changes

In order to promote flexibility for PROJECT, SUBRECIPIENT may transfer up to ten (10) percent of funds from one Project Cost to another, except for Project Administrative Costs. To implement this type of transfer, SUBRECIPIENT must notify COUNTY in writing of the amount of funds to be transferred and the Project Costs affected. COUNTY will notify SUBRECIPIENT when the change has been approved by COUNTY.

46. Amendments

This writing, with attachments, embodies the whole of the agreement of the parties hereto. Any amendments or modifications to this Agreement must be in writing and shall be made only if executed by both SUBRECIPIENT and COUNTY. No oral conversation between any officer or agent, or employee of the parties shall modify or be deemed to be a binding interpretation of any of the terms or conditions of this Agreement.

47. Time of Performance Modifications

In the event that SUBRECIPIENT requests a modification regarding the Time of Performance, COUNTY may grant Time of Performance modifications when those modifications:

- a) In aggregate do not exceed twelve (12) calendar months;

- b) Will not change PROJECT goals or scope of services;
- c) Are in the best interests of the COUNTY and SUBRECIPIENT in performing the scope of services under this Agreement;
- d) Are approved by HUD; and
- e) Does not alter the amount of compensation under this Agreement.

48. **Waivers**

- A. Waivers of provisions of this Agreement must be in writing and signed by the Director of the County of Santa Barbara Community Services Department or his or her designee and SUBRECIPIENT.
- B. No waiver by COUNTY of a breach of any provision of these conditions shall be deemed for any purpose to be a waiver of breach of any other provision hereof, or of a continuing or subsequent breach of the same provision.

49. **Breach**

In the event either party fails to perform, in whole or in part, any promise, covenant, or agreement herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies at law or equity including termination of this Agreement and specific performance. Said rights and remedies are cumulative except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

50. **Defaults**

Should SUBRECIPIENT fail to comply with the terms of this Agreement, COUNTY will provide written notice to SUBRECIPIENT identifying specific items of noncompliance. If SUBRECIPIENT fails to deliver an acceptable written response and work plan within fifteen (15) days, COUNTY reserves the right to:

- a) Reduce the Project Budget;
- b) Make changes in the Scope of Services of this Agreement;
- c) Place SUBRECIPIENT on probation status; and/or
- d) Suspend PROJECT operations.

This Section shall not otherwise limit, restrict, or otherwise affect COUNTY's ability to terminate this Agreement.

51. **Suspension**

If SUBRECIPIENT has not complied or is not complying with this Agreement, COUNTY may suspend the operation of this Agreement and/or reduce the funding available to SUBRECIPIENT under this Agreement for up to ninety (90) days upon three (3) days written notice to SUBRECIPIENT of its intention to so act.

52. **Termination**

In accordance with 2 CFR Part 2400 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and 24 CFR 578.107(c), COUNTY may suspend or terminate this Agreement if SUBRECIPIENT materially fails to comply with the terms of HUD's award to COUNTY, including, but not limited to, the grant agreement, assurances in an application, or a notice of award or any terms of the Agreement, which include but are not limited to, the following:

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

A. Termination by COUNTY

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

- 1) **For Convenience.** In accordance with 2 CFR Part 2400 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, this Agreement may be terminated for convenience by COUNTY with the consent of SUBRECIPIENT in which case the two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
- 2) **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the operating year(s) covered by the term of this Agreement, then COUNTY will notify SUBRECIPIENT of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.
- 3) **For Cause.** Should SUBRECIPIENT default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, SUBRECIPIENT shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by SUBRECIPIENT, unless the notice directs otherwise.

B. Termination by SUBRECIPIENT

- 1) In accordance with 2 CFR Part 2400 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, this Agreement may be terminated by SUBRECIPIENT, upon written notification to COUNTY, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, COUNTY determines that the remaining portion of the award will not accomplish the purposes for which the award was made, COUNTY may terminate the award in its entirety under 2 CFR Part 2400 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- 2) In the event that SUBRECIPIENT ceases or intends to cease to operate, (i.e., dissolution of corporate status, declaration of bankruptcy, etc.), SUBRECIPIENT shall provide COUNTY copies of all records relating to this Agreement prior to taking the first action in furtherance of ceasing operations but in any event no later than prior to ceasing operations.

- C. Upon termination, SUBRECIPIENT shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by SUBRECIPIENT in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit SUBRECIPIENT to retain.
- D. Any disposal of property, documents, data, studies, reports and records purchased or prepared by SUBRECIPIENT under this Agreement shall comply with all Federal, State, and local laws, ordinances, regulations, directives and guidelines and be done in accordance with this Agreement.
- E. If HUD demands reimbursement from COUNTY for COUNTY's payments to SUBRECIPIENT due to SUBRECIPIENT's failure to comply with the terms of HUD's award to COUNTY, including, but not limited to, the grant agreement, assurances in an application, or a notice of award, any applicable term of this Agreement, or any law, regulation, ordinance, order, rule, directive, circular, bulletin, notice, guideline or policy referred to herein, or as may become applicable at any time, SUBRECIPIENT shall fully and completely reimburse COUNTY in the total amount of such disallowed payments.
- F. Upon satisfactory completion of all closeout activities, and in accordance with Section 9 of this Agreement and Subsections 52.A. and 52.B. above, COUNTY shall determine the total amount of compensation that shall be paid to SUBRECIPIENT for any unreimbursed Project Costs set forth in the Project Budget that are reasonably and necessarily incurred in the satisfactory performance of this Agreement.
- G. COUNTY may withhold any payments due to SUBRECIPIENT until such time as the exact amount of damages resulting from SUBRECIPIENT's breach is determined.
- H. The foregoing Subsections 52.A., 52.B., 52.C., 52.D., 52.E., 52.F., and 52.G. shall survive beyond the term expiring upon the date specified in Section 4 of this Agreement.

53. **Sanctions**

If COUNTY or HUD determines that SUBRECIPIENT is not complying with this Agreement and all applicable federal, state, and local laws, ordinances, regulations, directives and guidelines governing PROJECT, COUNTY shall take action as specified in 24 CFR 578.107.

54. **Notice of Termination**

In the event that this Agreement is terminated, SUBRECIPIENT shall immediately notify all of its employees and Program Participants and shall notify in writing COUNTY and any parties subcontracted under this Agreement within five (5) working days after the termination of this Agreement.

55. **Effect of Legal Judgment**

Should any covenant, condition or provision herein contained be held to be invalid by final judgment in any court of competent jurisdiction, the invalidity of such covenant, condition or provision shall not in any way affect any other covenant, condition or provision herein contained.

56. **Choice of Law Governing This Agreement**

This Agreement shall be interpreted under and be governed by the laws of the State of California, except for those provisions relating to choice of law or those provisions preempted by federal law.

57. Contract

This Agreement consists of this document and Exhibits A through I which together constitute the entire understanding and agreement of the parties.

58. Authorization Warranty

SUBRECIPIENT represents and warrants that the signatories to this Agreement are fully authorized to obligate SUBRECIPIENT hereunder and that all corporate acts necessary to the execution of this Agreement have been accomplished.

59. No Third Party Beneficiaries

There are no third party beneficiaries to this Agreement.

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

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

"COUNTY"
COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk


By: _____
Das Williams, Chair
Chair, Board of Supervisors

APPROVED AS TO ACCOUNTING FORM:
THEODORE A. FALLATI, CPA
AUDITOR-CONTROLLER

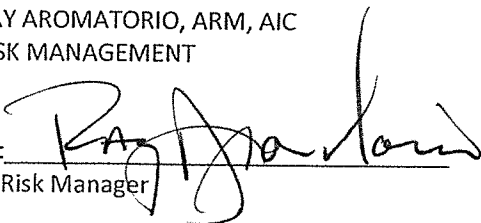
By: 
Deputy Auditor-Controller

By: 
George Chapjian
Community Services Director

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

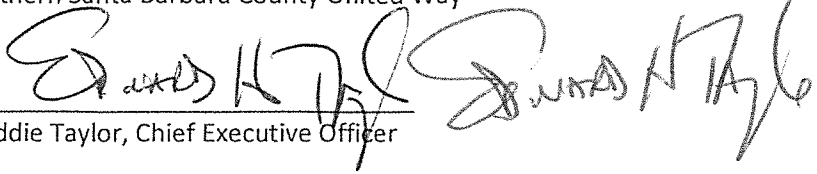
By: 
Deputy County Counsel

APPROVED AS TO FORM:
RAY AROMATORIO, ARM, AIC
RISK MANAGEMENT

By: 
Risk Manager

"SUBRECIPIENT"

Northern Santa Barbara County United Way

By: 
Eddie Taylor, Chief Executive Officer

By: 
Mike Cordero, President, Board of Directors

By: 
Rick Rust, Treasurer, Board of Directors

EXHIBIT A

Memorandum of Understanding

EXHIBIT B
Project Application

MEMORANDUM OF UNDERSTANDING
BETWEEN
COUNTY OF SANTA BARBARA
AND
THE UNITED WAY OF NORTHERN Santa Barbara COUNTY

This Memorandum of Understanding (hereinafter "MOU") is made and entered into this ___ day of January, 2018 by and between the County of Santa Barbara (hereinafter "COUNTY") and the United Way of Northern Santa Barbara County (hereinafter "UNITED WAY"),

Recitals

WHEREAS, the Continuum of Care Program is authorized by Subtitle C, and the Emergency Solutions Grants (hereinafter "ESG") program is authorized by Subtitle B, of Title IV of the McKinney-Vento Homeless Assistance Act, as amended (42 U.S.C., § 11371 et seq.);

WHEREAS, representatives of relevant organizations as defined in the Continuum of Care Program Interim Rule at 24 CFR 578.5(a) serve as Members of the Santa Maria/Santa Barbara County Continuum of Care (hereinafter "CoC") which encompasses the geography within Santa Barbara County, including eight incorporated cities and all unincorporated areas; and

WHEREAS, on April 1, 2014, the Santa Barbara County Board of Supervisors approved, at the recommendation of the CoC, the COUNTY's roles as the Homeless Management Information System Lead Agency and Collaborative Applicant on behalf of the CoC for Continuum of Care Program funds; and

WHEREAS, on July 12, 2014, the Santa Barbara County Board of Supervisors approved the COUNTY's role as the Administrative Entity for State ESG funds; and

WHEREAS, Santa Barbara County is a direct recipient of Federal ESG funds; and

WHEREAS, the COUNTY, through its Community Services Department, will fulfill responsibilities with respect to these designations; and

WHEREAS, both the Continuum of Care Program and ESG Program interim rules, 24 CFR § 578 and 24 CFR §§ 91 and 576 respectively, require that all CoC's establish a Coordinated Entry System (hereinafter "CES"); and that under the authority of 24 CFR § 578.7 (a)(8) and through notice CPD-17-01, the U. S. Department of Housing and Urban Development (hereinafter "HUD") established additional requirements that recipients of Continuum of Care and ESG Program funding must meet related to CES; and

WHEREAS, the COUNTY and CoC have conducted an extensive CES planning process and determined the need for a CES Coordinating Agency to lead the implementation of the countywide CES; and

WHEREAS, on October 6, 2017 on behalf of the CoC the COUNTY released a Request for Qualifications for the CES Coordinating Agency; and

WHEREAS, on November 6, 2017 the CoC recommended, based on the submission of a responsive and sufficient proposal to the COUNTY's Request for Qualifications, that the UNITED WAY be designated as the CES Coordinating Agency (hereinafter "COORDINATING AGENCY").

NOW, THEREFORE, the parties agree as follows:

A. DEFINITIONS

"Authorized Authority" shall mean the individual authorized by each party to sign this MOU.

"CES Coordinating Agency" shall mean the entity responsible for the success of the CES project including its day-to-day activities, oversight, and evaluation, and management of the CES. There is one CES Coordinating Agency for the entire CoC.

"CES Entry Point" (hereinafter ENTRY POINT) shall mean a physical location where staff, including outreach staff, conduct standardized assessments for any individual or household that presents themselves for service. An ENTRY POINT can also be a "virtual" entry point such as a 211 or other hotline system. ENTRY POINTS must be sited in proximity to public transportation and/or locations frequented by homeless persons. ENTRY POINTS must be low-barrier and use a "no wrong door" approach in which a homeless family or individual can present at any ENTRY POINT, and the system of ENTRY POINTS must provide countywide coverage.

"CoC Collaborative Applicant" shall mean the entity designated by the CoC to submit, upon approval by CoC, the annual Consolidated Application for funds through the Continuum of Care Program. In addition, Collaborative Applicant performs other responsibilities with respect to the administration of the Continuum of Care Program on behalf of CoC.

"Coordinated Entry System (CES)" shall mean a community-wide system to standardize and expedite the process by which people experiencing homelessness, or who are at risk of homelessness, access housing and homeless resources. The CES will provide low-barrier points of entry for homeless individuals and families and use a standardize assessment tool to determine priority for access to services and housing; and/or for diversion to rapid rehousing and mainstream services. Coordinated Entry Systems are a requirement of HUD for all Continuum of Care and Emergency Solutions Grant (ESG) Program recipient agencies. Each CoC must have a CES in place by January 23, 2018.

"Federal ESG Direct Recipient" shall mean a unit of local government that receives a formula allocation of Federal ESG funds and signs a grant agreement with HUD under the ESG program.

"Homeless Management Information System" (hereinafter "HMIS") shall mean the information system designated by the Santa Maria/Santa Barbara County Continuum of Care to comply with the HMIS requirements prescribed by HUD. An open HMIS allows for clients' HMIS data (including, but not limited to,

clients' identification and HMIS assessment information) to be shared between HMIS participating providers and their HMIS end users who must sign a Memorandum of Understanding and End User Agreement, respectively. Clients sign an open HMIS Release of Information.

"Housing First" shall mean a housing assistance approach that prioritizes providing people experiencing homelessness with permanent housing as quickly as possible, with minimal barriers to housing and retention and then providing voluntary supportive services as needed.

"Recipient" shall mean an applicant for Continuum of Care Program grant funds that signs a grant agreement with HUD under the Continuum of Care Program.

"State ESG Administrative Entity" shall mean a unit of general purpose local government approved by the State Department of Housing and Community Development to administer ESG funds under the State's allocation formula and that contracts with State HCD to administer funds in collaboration with the CoC for its service area.

"Subrecipient" shall mean a private non-profit organization, State, local government, or instrumentality of State or local government that receives a subgrant of Continuum of Care Program funds from a Recipient to carry out a project.

"Written CES policies and procedures" shall mean established protocols, practices, and assessment tools which describe the local CoC's coordinated entry process in accordance with the requirements of 24 CFR 576.400(d)(e) and 578.7(a)(8) and CPD-17-01.

B. PURPOSE

The purpose of this MOU is to establish agreements between COUNTY and the UNITED WAY relating to key aspects of the CES, and the respective responsibilities of the COUNTY and UNITED WAY as the COORDINATING AGENCY.

C. BACKGROUND

A Continuum of Care is established by representatives of relevant organizations within a geographic area to carry out the responsibilities set forth in the Continuum of Care Program Interim Rule. Relevant organizations include non-profit homeless assistance providers, victim service providers, faith-based organizations, governments, businesses, advocates, public housing agencies, school districts, social service providers, mental health agencies, hospitals, universities, affordable housing developers, law enforcement, and organizations that serve veterans and homeless and formerly homeless individuals.

A CES is a community-wide system to standardize and expedite the process by which people experiencing homelessness, or who are at risk of homelessness, access housing and homeless resources. It connects the community's network of homeless services and housing resources while streamlining, standardizing and coordinating the homeless intake, assessment, and referral processes. Through CES, people experiencing homelessness will be matched to services and housing based on their preferences and level of need.

Standardizing the intake process across the county, sharing information in real-time, and adopting uniform prioritization policies are all at the core of a high-performing CES.

Coordinated Entry Systems are a requirement of HUD for all Continuum of Care and Emergency Solutions Grant (ESG) Program recipient agencies. Other Federal programs providing funding for homeless services, including those provided through the Department of Veterans Affairs, also require recipient agencies to participate in CES. The State of California mandates that agencies receiving State ESG funds and No Place Like Home funds participate in their community's CES.

HUD has mandated that all CoCs implement their CES by January 23, 2018. Leading up to this implementation, the County of Santa Barbara issued a Request for Qualifications to identify an interested and qualified provider to serve as the COORDINATING AGENCY for the CES. The COORDINATING AGENCY will play a pivotal role in leading the CoC's efforts in implementing the CES, and in advancing the County's and CoC's broader vision and initiatives to end homelessness in Santa Barbara County. The COORDINATING AGENCY will partner with the COUNTY, the CoC, and the network of homeless and mainstream service providers to ensure streamlined access to services and housing, particularly for the most vulnerable amongst the homeless population. Through managing the CES process the COORDINATING AGENCY will assist community partners to more effectively manage resources dedicated to addressing homelessness. And through coordinating efforts to boost positive housing and service outcomes across the CoC, the COORDINATING AGENCY will contribute to raising awareness of and generating additional, tangible support for, housing and supportive services throughout the county.

D. DESIGNATIONS

1. COUNTY designates, at the recommendation of the CoC, the UNITED WAY to serve as THE COORDINATING AGENCY to manage the CES for the geographic area.
2. COUNTY and CoC retain all responsibilities assigned to them, respectively, in the Continuum of Care Program Interim Rule at 24 CFR Part 578, and in existing MOUs between the COUNTY and the CoC, as may be amended.

E. RESPONSIBILITIES OF UNITED WAY

UNITED WAY shall perform all responsibilities assigned to the COORDINATING AGENCY as set forth below and in any separate grant agreements between the UNITED WAY and the COUNTY related to CES. The overarching responsibility of the COORDINATING AGENCY is to ensure that homeless persons receiving services in the county are accessing those services through the CES. The COORDINATING AGENCY is responsible for the success of the CES project including its day-to-day activities, oversight, and evaluation, and management of the CES. There is one COORDINATING AGENCY for the entire CoC. Responsibilities include, but are not limited to:

1. Develop MOU's with ENTRY POINT providers to establish staffing levels and CES protocols. This includes the consistent use of the standardized CES assessment tools and processes as designated by the CoC; use of low-barrier, low-threshold, culturally-competent and trauma-informed, client-centered approaches to outreach and assessment.

2. Implement written CES policies and procedures as required under 24 CFR 578.23 (c) (9) and (11) and CPD-17-01 among ENTRY POINT providers, CoC program recipients and subrecipients, and ESG recipients.
3. Provide training, as needed, to ENTRY POINT staff on the CES assessment tool and process, and strategies for engaging the hardest to serve.
4. Identify and recruit new ENTRY POINT providers/locations.
5. Negotiate specific arrangements with each ENTRY POINT provider to ensure consistent and complete entry of data into the HMIS; arrangements for transportation; and procedures to get consumers document ready. In some cases, the COORDINATING AGENCY staff may need to assist in the performance of some of these duties.
6. Provide technical assistance to recipients and subrecipients of Continuum of Care and ESG program funds in order for their participation in CES no later than January 23, 2018.
7. Ensure that there is adequate geographic and population coverage in each region of the county through fixed-location entry points and outreach teams capable of conducting field assessments and follow up.
8. Ensure there is safety planning in place for individuals and families who are fleeing, or attempting to flee, domestic violence or who are victims of human trafficking.
9. Develop an affirmative marketing plan/advertising strategy for informing the community-at-large, the service provider network, and consumers about CES and how to access it. The strategy should specifically address how it will reach those with the highest barriers to accessing assistance.
10. Based on scores from the standardized CES assessment tool and process, maintain the housing-priority list for each region. A housing priority list is a list of persons in need of housing assistance who through the Coordinated Entry System are ranked in order of priority, in accordance with written standards established under 24 CFR 576.400(e).
11. Convene a minimum of two housing conferences per month to match consumers at the top of the housing-priority list with permanent housing units. This process should be consistent with Housing First principles and consumer choice. An initial housing conference should be held prior to January 23, 2018.
12. Coordinate with the service provider network to ensure that a plan for post-placement services is in place before each consumer is placed in permanent housing; and work with the CoC and COUNTY to address post-placement capacity issues.
13. Conduct outreach to public and private housing providers to locate and maintain a list of appropriate housing options in all three regions of the County. This includes employing creative approaches to identifying and recruiting new housing providers.
14. Assist service providers if previously-housed consumers need to be relocated. Work to ensure any vacated units remain in the housing pool available to the CoC.
15. Analyze the housing retention rates of previously-housed individuals on a quarterly basis, and work with the service provider network and the County to recommend and implement improvements in post-placement services across the region.
16. Track data to report on performance measures outlined in the Request for Qualifications. In September of each calendar year, provide a report to the County and CoC on the efficacy of CES implementation to date, with recommendations for system improvement.

17. Comply with all requirements in HMIS Memoranda of Understanding and HMIS License Agreements with the County and with HMIS participating agencies in the protection of personal information entered in the HMIS.
18. Independently, and in conjunction with the County and CoC, raise public awareness of the efforts and outcomes of the homeless service network countywide, as well as broader efforts to end homelessness.
19. Maintain adequate and qualified staff to fulfill the responsibilities outlined in this MOU and other grant agreements with the County related to CES.
20. Notify the COUNTY in a timely matter if there are significant changes to the COORDINATING AGENCY'S staffing plan and/or program budget, and/or the UNITED WAYS fiscal and administrative capacity.
21. Research and apply for grants to fully fund the COORDINATING AGENCY'S annual budget. The County will, to the extent feasible, include requests for CES funding in its annual applications to HUD for CoC funds, and the State for State ESG and other grants. However, it will be the responsibility of the COORDINATING AGENCY to leverage those with other funds to fully fund ongoing operations and to meet any match requirements.
22. Comply with all applicable rules and regulations applicable to the CES, CoC, ESG and related programs.

F. RESPONSIBILITIES OF COUNTY

COUNTY will fulfill the following responsibilities related to CES:

1. COUNTY, as HMIS Lead Agency, shall manage the HMIS for the geographic area on behalf of CoC. Responsibilities include:
 - a. Overseeing the day-to-day administration of an "open" HMIS;
 - b. Providing staffing for HMIS operations;
 - c. Reviewing data quality;
 - d. Ensuring HMIS software integrity, availability, and compliance with applicable CES requirements;
 - e. Developing, updating and executing compliance documents, including open HMIS Agency and User Agreements, and Releases of Information;
 - f. Ensuring HMIS software is capable of producing required reports for CES;
 - g. Providing open HMIS training and technical support to the COORDINATING AGENCY and ENTRY POINT staff;
 - h. Monitoring and ensuring compliance of COORDINATING AGENCY and ENTRY POINT staff with applicable CES HMIS requirements;
 - i. Facilitating the use of the Vulnerability Index and Service Prioritization Decision Assistance Tool (VI-SPDAT) and/or other standardized assessment tools used for CES;
 - j. Providing HMIS-generated reports to the COORDINATING AGENCY;
 - k. Setting and implementing policies related to the availability of HMIS user licenses and cost sharing which will facilitate open HMIS and the CES; and
 - l. Serve as the applicant to HUD for grant funds to be used for HMIS activities.
2. COUNTY, as CoC Collaborative Applicant and State ESG Administrative Entity, shall submit applications for funding in support of CES as available through these programs. In addition, COUNTY shall perform other responsibilities with respect to the administration of the Continuum of Care, State and Federal ESG programs, which include:

- a. Providing training and technical support to the COORDINATING AGENCY and CoC and ESG Recipient and Subrecipient agencies with respect to CoC and ESG program compliance as related to CES;
- b. Providing assistance to the CoC in its monitoring and ensuring compliance of the COORDINATING AGENCY and CoC and ESG Recipient and Subrecipient agencies with respect to CoC and ESG program requirements as related to CES;
- c. Submitting reports required by HUD and the State of California as related to CoC and ESG grants for CES that pass through the COUNTY; and
- d. Coordinating communication between the CoC and the COORDINATING AGENCY relating to CES, as appropriate.

G. FUNDING

1. HMIS

- a. HMIS activities are financed with grant funds awarded through the Continuum of Care Program and matching funds as required by HUD. COUNTY, as HMIS Lead Agency, shall apply annually for grant funds through the Continuum of Care Program to sustain HMIS operations. Any grant funds awarded to COUNTY for HMIS activities shall be used in accordance with 24 CFR 578.57.
 - b. COORDINATING AGENCY acknowledges that COUNTY's management of HMIS on behalf of CoC is dependent upon grant funds awarded through the Continuum of Care Program.
 - c. COUNTY shall provide matching funds for HMIS activities as required by HUD for receiving grant funds through the Continuum of Care Program.
2. COUNTY, as Collaborative Applicant, shall apply for funding for Continuum of Care Planning activities pursuant to 24 CFR 578.9(a)(3)(i) and any Notice of Funding Availability published by HUD. Any grant funds awarded to COUNTY for Continuum of Care Planning activities shall be used in accordance with 24 CFR 578.39.
 3. COUNTY, as State ESG Administrative Entity, shall apply for State ESG funding for activities related to CES, as available. Any grant fund awarded to COUNTY for State ESG activities shall be used in accordance with 24 CFR § 576 and California Code of Regulations Title 25, Division 1, Chapter 7, Subchapter 20 § 8400 et. seq. as amended.
 4. UNITED WAY, will leverage resources, including matching funds for CoC and State ESG funds, from other public and private funds to support the implementation and ongoing sustainability and expansion of CES. Any additional funds currently received by the UNITED WAY through the COUNTY on behalf of the Central Coast Collaborative on Homelessness (C3H) shall be designated for COORDINATING AGENCY activities and support of CES.
 5. COUNTY will work with the COORDINATING AGENCY to identify additional funding sources necessary to implement CES.

H. TERM

The term of this MOU shall commence on the day and date written above and shall be effective until June 30, 2019. This MOU automatically renews to new consecutive one-year terms unless either party provides written notice at least sixty (60) days prior to the end of the term.

I. TERMINATION

This MOU may be terminated at any time by either party upon giving sixty (60) days' notice in writing to the other party.

J. AMENDMENTS

Any substantive amendment, modification, extension, or variation of terms of this MOU shall be in writing and shall be effective only upon written approval by the Authorized Authority of each party.

K. APPROVAL BY PARTIES

This MOU and any amendments thereto shall not be binding on the parties unless signed by their Authorized Authority.

L. SEVERABILITY

If any term, provision, covenant, or condition of this MOU is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of the MOU shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

M. INDEPENDENT CONTRACTORS

The parties agree that they are, and at all times shall be, independent contractors of, and not the agent, of the other.

N. GOVERNING LAW

This MOU shall be interpreted under and be governed by the laws of the State of California, except for those provisions relating to choice of law or those provisions preempted by federal law.

O. COUNTERPARTS

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

P. NOTICES

All notices or correspondence under this MOU shall be given to the following addresses and shall be deemed delivered on the date of actual delivery or on the third business day after the date of mailing.

COUNTY: Dinah Lockhart, Deputy Director
 County of Santa Barbara
 Community Services Department
 Housing and Community Development Division
 123 E. Anapamu St., 2nd floor
 Santa Barbara, CA 93101

MOU Between County and UW
Page 9 of 11

UNITED WAY: Eddie Taylor, CEO
United Way of Northern Santa Barbara County
1660 South Broadway #201
Santa Maria, CA 93454

MOU Between County and UW
Page 10 of 11

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

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

"COUNTY"
COUNTY OF SANTA BARBARA:

By: *[Signature]*
Deputy Clerk

By: *[Signature]*
Das Williams
Chair, Board of Supervisors

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
DEPUTY COUNTY COUNSEL

By: *[Signature]*
George Chapjian
Community Services Director

By: *[Signature]*
Deputy County Counsel

This is a true certified copy of the original document on file or of record in my office. It bears the seal and signature, imprinted in purple ink, of the Clerk of the Board of Supervisors.

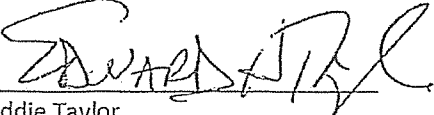


[Signature]
Clerk of the Board, Santa Barbara County, California
Date 6/14/18 by Deputy: *[Signature]*

MOU Between County and UW
Page 11 of 11

"UNITED WAY"

UNITED WAY OF NORTHERN SANTA BARBARA COUNTY:

By: 
Eddie Taylor
CEO, United Way of Northern Santa Barbara County

Before Starting the Project Application

To ensure that the Project Application is completed accurately, **ALL** project applicants should review the following information **BEFORE** beginning the application.

Things to Remember:

- Additional training resources can be found on the HUD Exchange at <https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources>.
- Program policy questions and problems related to completing the application in e-snaps may be directed to HUD the HUD Exchange Ask A Question.
- Project applicants are required to have a Data Universal Numbering System (DUNS) number and an active registration in the Central Contractor Registration (CCR)/System for Award Management (SAM) in order to apply for funding under the Fiscal Year (FY) 2017 Continuum of Care (CoC) Program Competition. For more information see FY 2017 CoC Program Competition NOFA.
- To ensure that applications are considered for funding, applicants should read all sections of the FY 2017 CoC Program NOFA and the FY 2017 General Section NOFA.
- Detailed instructions can be found on the left menu within e-snaps. They contain more comprehensive instructions and so should be used in tandem with onscreen text and the hide/show instructions found on each individual screen.
- New projects may only be submitted as either Reallocated or Permanent Supportive Housing Bonus Projects. These funding methods are determined in collaboration with local CoC and it is critical that applicants indicate the correct funding method. Project applicants must communicate with their CoC to make sure that the CoC submissions reflect the same funding method.
- Before completing the project application, all project applicants must complete or update (as applicable) the Project Applicant Profile in e-snaps.
- HUD reserves the right to reduce or reject any new project that fails to adhere to (24 CFR part 578 and application requirements set forth in FY 2017 CoC Program Competition NOFA.

Applicant: Santa Barbara County Housing and Community Development
Project: Santa Barbara County Coordinated Entry

131851003
CA1700L9D031700

1A. SF-424 Application Type

1. Type of Submission:

2. Type of Application: New Project Application

If Revision, select appropriate letter(s):

If "Other", specify:

3. Date Received: 09/23/2017

4. Applicant Identifier:

5a. Federal Entity Identifier:

6. Date Received by State:

7. State Application Identifier:

Applicant: Santa Barbara County Housing and Community Development
 Project: Santa Barbara County Coordinated Entry

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1B. SF-424 Legal Applicant

8. Applicant

a. Legal Name: County of Santa Barbara

b. Employer/Taxpayer Identification Number (EIN/TIN): 95-6002833

	c. Organizational DUNS:	131851003	PLUS 4:	
--	-------------------------	-----------	---------	--

d. Address

Street 1: 123 E. Anapamu St., 2nd Floor

Street 2:

City: Santa Barbara

County: Santa Barbara

State: California

Country: United States

Zip / Postal Code: 93101

e. Organizational Unit (optional)

Department Name: Community Services

Division Name: Housing and Community Development

f. Name and contact information of person to be contacted on matters involving this application

Prefix: Mrs.

First Name: Dinah

Middle Name:

Last Name: Lockhart

Suffix:

Title: Deputy Director, Housing & Community Dev.

Organizational Affiliation: County of Santa Barbara

Telephone Number: (805) 568-3523

ATTACHMENT E

Applicant: Santa Barbara County Housing and Community Development
Project: Santa Barbara County Coordinated Entry

131851003
CA1700L9D031700

Extension:

Fax Number: (805) 560-1091

Email: dlockhart@co.santa-barbara.ca.us

Applicant: Santa Barbara County Housing and Community Development
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1C. SF-424 Application Details

9. Type of Applicant: B. County Government

10. Name of Federal Agency: Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance CoC Program

Title:

CFDA Number: 14.267

12. Funding Opportunity Number: FR-6100-N-25

Title: Continuum of Care Homeless Assistance
Competition

13. Competition Identification Number:

Title:

Applicant: Santa Barbara County Housing and Community Development
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1D. SF-424 Congressional District(s)

14. Area(s) affected by the project (state(s) only): California
(for multiple selections hold CTRL key)

15. Descriptive Title of Applicant's Project: Santa Barbara County Coordinated Entry

16. Congressional District(s):

a. Applicant: CA-024
b. Project: CA-024
(for multiple selections hold CTRL key)

17. Proposed Project

a. Start Date: 02/01/2018
b. End Date: 01/31/2019

18. Estimated Funding (\$)

a. Federal:
b. Applicant:
c. State:
d. Local:
e. Other:
f. Program Income:
g. Total:

Applicant: Santa Barbara County Housing and Community Development
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1E. SF-424 Compliance

19. Is the Application Subject to Review By State Executive Order 12372 Process? b. Program is subject to E.O. 12372 but has not been selected by the State for review.

If "YES", enter the date this application was made available to the State for review:

20. Is the Applicant delinquent on any Federal debt? No

If "YES," provide an explanation:

Applicant: Santa Barbara County Housing and Community Development
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1F. SF-424 Declaration

By signing and submitting this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete, and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

I AGREE:

21. Authorized Representative

Prefix: Mr.

First Name: George

Middle Name:

Last Name: Chapjian

Suffix:

Title: Community Services Director

Telephone Number: (805) 568-2467
 (Format: 123-456-7890)

Fax Number: (805) 560-1091
 (Format: 123-456-7890)

Email: gchapjian@co.santa-barbara.ca.us

Signature of Authorized Representative: Considered signed upon submission in e-snaps.

Date Signed: 09/23/2017

Applicant: Santa Barbara County Housing and Community Development
Project: Santa Barbara County Coordinated Entry

131851003
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1G. HUD 2880

Applicant/Recipient Disclosure/Update Report - Form 2880
U.S. Department of Housing and Urban Development
OMB Approval No. 2510-0011 (exp.11/30/2018)

Applicant/Recipient Information

1. Applicant/Recipient Name, Address, and Phone

Agency Legal Name: County of Santa Barbara
Prefix: Mr.
First Name: George
Middle Name:
Last Name: Chapjian
Suffix:
Title: Community Services Director
Organizational Affiliation: County of Santa Barbara
Telephone Number: (805) 568-2467
Extension:
Email: gchapjian@co.santa-barbara.ca.us
City: Santa Barbara
County: Santa Barbara
State: California
Country: United States
Zip/Postal Code: 93101

2. Employer ID Number (EIN): 95-6002833

3. HUD Program: Continuum of Care Program

4. Amount of HUD Assistance Requested/Received: \$130,675.00

Applicant: Santa Barbara County Housing and Community Development
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(Requested amounts will be automatically entered within applications)

5. State the name and location (street address, City and State) of the project or activity.

Refer to project name, addresses and CoC Project Identifying Number (PIN) entered into the attached project application.

Part I Threshold Determinations

1. Are you applying for assistance for a specific project or activity? **Yes**
 (For further information, see 24 CFR Sec. 4.3).

2. Have you received or do you expect to receive assistance within the jurisdiction of the Department (HUD), involving the project or activity in this application, in excess of \$200,000 during this fiscal year (Oct. 1 - Sep. 30)? For further information, see 24 CFR Sec. 4.9. **Yes**

Part II Other Government Assistance Provided or Requested/Expected Sources and Use of Funds

Such assistance includes, but is not limited to, any grant, loan, subsidy, guarantee, insurance, payment, credit, or tax benefit.

Department/Local Agency Name and Address	Type of Assistance	Amount Requested / Provided	Expected Uses of the Funds
County of Santa Barbara, 123 E Anapamu St. Santa Barbara, CA 93101	County General Funds	\$87,044.00	Eligible staff activities as match for CoC Planning, Homeless Management Information System, SB County Coordinated Entry
County of Santa Barbara, Behavioral Wellness, 315 Camino del Remedio, Santa Barbara, CA 93110	State Realignment/SAPT funds	\$15,946.00	Eligible program costs for Lompoc Transitional Housing Program.
Good Samaritan Shelter, 245 E. Inger Drive, Santa Maria, CA 93454	Local private funds	\$5,479.00	Eligible program costs for Clean & Sober Living Program

Note: If additional sources of Government Assistance, please use the "Other Attachments" screen of the project applicant profile.

Applicant: Santa Barbara County Housing and Community Development
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Part III Interested Parties

You must disclose:

1. All developers, contractors, or consultants involved in the application for the assistance or in the planning, development, or implementation of the project or activity and
2. any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds \$50,000 or 10 percent of the assistance (whichever is lower).

Alphabetical list of all persons with a reportable financial interest in the project or activity (For individuals, give the last name first)	Social Security No. or Employee ID No.	Type of Participation	Financial Interest in Project/Activity (\$)	Financial Interest in Project/Activity (%)
NA	NA	NA	\$0.00	0%
NA	NA	NA	\$0.00	0%
NA	NA	NA	\$0.00	0%
NA	NA	NA	\$0.00	0%
NA	NA	NA	\$0.00	0%

Note: If there are no other people included, write NA in the boxes.

Certification

Warning: If you knowingly make a false statement on this form, you may be subject to civil or criminal penalties under Section 1001 of Title 18 of the United States Code. In addition, any person who knowingly and materially violates any required disclosures of information, including intentional nondisclosure, is subject to civil money penalty not to exceed \$10,000 for each violation.

I certify that this information is true and complete.

I AGREE:

Name / Title of Authorized Official: George Chapjian, Community Services Director

Signature of Authorized Official: Considered signed upon submission in e-snaps.

Date Signed: 09/13/2017

Applicant: Santa Barbara County Housing and Community Development
 Project: Santa Barbara County Coordinated Entry

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1H. HUD 50070

HUD 50070 Certification for a Drug Free Workplace

Applicant Name: County of Santa Barbara
 Program/Activity Receiving Federal Grant Funding: CoC Program

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a.	Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.	e.	Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
b.	Establishing an on-going drug-free awareness program to inform employees --- (1) The dangers of drug abuse in the workplace (2) The Applicant's policy of maintaining a drug-free workplace; (3) Any available drug counseling, rehabilitation, and employee assistance programs; and (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.	f.	Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted --- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or (2) Requiring such employee to participate 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;
c.	Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;	g.	Making a good faith effort to continue to maintain a drugfree workplace through implementation of paragraphs a. thru f.
d.	Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will --- (1) Abide by the terms of the statement; and (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;		

2. Sites for Work Performance.

The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Workplaces, including addresses, entered in the attached project application. Refer to addresses entered into the attached project application.

I hereby certify that all the information stated herein, as well as any information provided in

Applicant: Santa Barbara County Housing and Community Development
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the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Authorized Representative

Prefix: Mr.

First Name: George

Middle Name

Last Name: Chapjian

Suffix:

Title: Community Services Director

Telephone Number: (805) 568-2467
(Format: 123-456-7890)

Fax Number: (805) 560-1091
(Format: 123-456-7890)

Email: gchapjian@co.santa-barbara.ca.us

Signature of Authorized Representative: Considered signed upon submission in e-snaps.

Date Signed: 09/23/2017

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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.

2) 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, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language 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 subrecipients shall certify and disclose accordingly. 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. Code. 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.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file

Applicant: Santa Barbara County Housing and Community Development
Project: Santa Barbara County Coordinated Entry

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CA1700L9D031700

the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate:

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Applicant's Organization: County of Santa Barbara

Name / Title of Authorized Official: George Chapjian, Community Services Director

Signature of Authorized Official: Considered signed upon submission in e-snaps.

Date Signed: 09/23/2017

Applicant: Santa Barbara County Housing and Community Development
Project: Santa Barbara County Coordinated Entry

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1J. SF-LLL

DISCLOSURE OF LOBBYING ACTIVITIES Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352. Approved by OMB0348-0046

HUD requires a new SF-LLL submitted with each annual CoC competition and completing this screen fulfills this requirement.

Answer "Yes" if your organization is engaged in lobbying associated with the CoC Program and answer the questions as they appear next on this screen. The requirement related to lobbying as explained in the SF-LLL instructions states: "The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action."

Answer "No" if your organization is NOT engaged in lobbying.

Does the recipient or subrecipient of this CoC grant participate in federal lobbying activities (lobbying a federal administration or congress) in connection with the CoC Program? No

Legal Name: County of Santa Barbara
Street 1: 123 E. Anapamu St., 2nd Floor
Street 2:
City: Santa Barbara
County: Santa Barbara
State: California
Country: United States
Zip / Postal Code: 93101

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I certify that this information is true and complete.

Applicant: Santa Barbara County Housing and Community Development
Project: Santa Barbara County Coordinated Entry

131851003
CA1700L9D031700

Authorized Representative

Prefix: Mr.

First Name: George

Middle Name:

Last Name: Chapjian

Suffix:

Title: Community Services Director

Telephone Number: (805) 568-2467
(Format: 123-456-7890)



Fax Number: (805) 560-1091
(Format: 123-456-7890)

Email: gchapjian@co.santa-barbara.ca.us

Signature of Authorized Representative: Considered signed upon submission in e-snaps.

Date Signed: 09/23/2017

2A. Project Subrecipients

This form lists the subrecipient organization(s) for the project. To add a subrecipient, select the  icon. To view or update subrecipient information already listed, select the view  option.

Total Expected Sub-Awards: \$0

Organization	Type	Sub-Award Amount
This list contains no items		

2B. Experience of Applicant, Subrecipient(s), and Other Partners

1. Describe the experience of the applicant and potential subrecipients (if any), in effectively utilizing federal funds and performing the activities proposed in the application, given funding and time limitations.

The County of Santa Barbara has been the Collaborative Applicant for the Santa Maria/Santa Barbara CoC for nearly two decades, and currently serves as the HMIS Lead Agency. In both of these capacities, the County has extensive experience taking the lead in convening and coordinating a broad range of stakeholders in the CoC. The County is also the jurisdiction charged with providing behavioral health, public health, criminal justice, and important mainstream resources countywide and can take the lead in coordinating these systems with the CoC. The County is familiar with the geography, population and service needs of the entire CoC. This past year, the non-profit charged with providing the CoC with lead agency support requested that the County take over this role, further expanding the County's role in planning and coordinating the activities of the CoC. The local CoC Board also requested that the County lead the process of planning and implementing a countywide CES, and the County is working with field experts to facilitate the process. The County is an entitlement community and receives CDBG, HOME and ESG funds, and is the Administrative Entity for State ESG funds. The County has years of experience ensuring compliance with all aspects of the use and administration of federal funds, and has no outstanding monitoring findings. A significant portion of these other Federal and State funds support CoC activities, as do grants made from the County general fund. As such, the County is in a unique position to coordinate the most effective distribution of these public resources to the CoC. The County is also taking the lead in identifying private sector funds to support CoC. This experience puts the County in the best position to be the grantee for the activities proposed in this application - the development and implementation of a Coordinated Entry System (CES) that would serve the entire County of Santa Barbara and would comply with federal notice CPD-17-01. The County and local CoC may decide to select a local non-profit to carry out the day to day activities of the CES, in which case the County would conduct a fair and open procurement process. The County has extensive experience in managing such processes.

2. Describe the experience of the applicant and potential subrecipients (if any) in leveraging other Federal, State, local, and private sector funds.

The County of Santa Barbara has extensive experience leveraging other Federal, State, local and private funds. HOME and CDBG funds are used to leverage CoC activities as allowed, and the County uses their general fund monies to support CoC activities. The County anticipates applying for State No Place Like Home funding to develop affordable, permanent supportive housing which would support the CES. In the past, the County has participated in partnerships with CoC providers and other jurisdictions in the County to

leverage a variety of funding streams to develop and expand permanent supportive housing for homeless individuals and families. In addition, the breadth of the County's responsibilities in the areas of behavior wellness, public health, social services, and law enforcement ensure coordination and leveraging of resources in these systems of care with the CES and CoC. The County and CoC have formed a "System Resource Committee" to identify private sector funds to support the CES specifically, and CoC activities in general.

3. Describe the basic organization and management structure of the applicant and subrecipients (if any). Include evidence of internal and external coordination and an adequate financial accounting system.

The County of Santa Barbara is a unit of local government governed by an elected board of five County Supervisors, each representing a distinct geographic region within the County. Under the Board's direction, the County Executive Officer oversees the activities of County Departments. The Community Services Department (CSD) is home to the Housing & Community Development Division (HCD), which is responsible for carrying out the activities of the County as they relate to the CoC, the CES and the HMIS Lead Agency, as well as other housing and community development activities. This helps ensure that there is close coordination between CoC services and other housing and community development resources administered by the County. In addition, the leadership of CSD and HCD work closely with other County Departments, including Behavioral Wellness, Public Health, Social Services and the County Sheriff on issues involving homelessness. CSD also coordinates with other jurisdictions within the County, and an array of non-profit agencies and affordable housing providers such as the County Housing Authority and People's Self Help Housing, among others, to ensure the effective support for and implementation of homeless services and housing countywide. Specific examples of coordination include the County's role as HMIS Lead Agency, the preparation of the Consolidated Plan and Strategy, the countywide Homeless Point In Time Count, and the current CES planning process. The CSD has dedicated financial and accounting staff, including several CPA's, who are overseen by the County's Auditor/Controller to ensure adequate financial and accounting systems and controls.

4a. Are there any unresolved monitoring or audit findings for any HUD grants(including ESG) operated by the applicant or potential subrecipients (if any)? No

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CA1700L9D031700

3A. Project Detail

1a. CoC Number and Name: CA-603 - Santa Maria/Santa Barbara County
CoC

1b. CoC Collaborative Applicant Name: County of Santa Barbara

2. Project Name: Santa Barbara County Coordinated Entry

3. Project Status: Standard

4. Component Type: SSO

5. Does this project use one or more properties that have been conveyed through the Title V process? No

3B. Project Description

1. Provide a description that addresses the entire scope of the proposed project.

The SM/SB CoC is seeking to establish a CES that is consistent with HUD requirements. Due to the geographic size and distribution of homeless sub-populations, the CES will be de-centralized across three geographical regions of the County. The system will use existing staff at multiple entry points in each region to leverage CoC funds to provide in-kind services and logistical support to the CES. Entry points will include: street outreach teams, emergency shelters, warming centers, health and behavioral health care providers, jails, info-lines/211, veterans providers, and drop-in centers. A key goal of a CES is to ensure that those with the highest barriers to services, many with severe needs, go to an entry-point or are engaged by an outreach worker, are assessed using a standardized assessment tool, and entered into the system of care to facilitate rapid placement into permanent housing. The CES will serve all persons experiencing homelessness in the county, including all sub-populations in Question 3 below, addressing their needs through easy access at as many access points across the county as possible. The CES will also divert those who may be able to self-resolve their homeless situation to appropriate services (e.g., RRH) and expedite access to emergency and supportive services and mainstream resources, as appropriate.

This application is requesting funding for a CES Lead Agency (LA) which is responsible for the day-to-day activities, oversight, evaluation and management of the CES in each of the three regions. There will be one LA for the CoC. The County and CoC will likely choose to select a local non-profit as the LA, in which case the County will conduct a fair and open procurement process.

Specific duties of the LA include ensuring through training and oversight, consistent use of the CES standardized assessment tool and process; use of low-barrier, low-threshold, culturally-competent and trauma-informed, client-centered approaches to outreach and assessment; consistent and complete entry of data into HMIS; make arrangements for transportation and procedures to get consumers housing document ready; ensure adequate geographic and population coverage, and fair and equal access to all people and subpopulations in each region of the County; maintain the housing-priority list for each region based on assessment scores; convene bi-weekly housing conferences to match consumers at the top of the housing-priority list with permanent housing units consistent with Housing First principles and consumer choice; conduct outreach to public and private housing providers to locate and maintain a list of appropriate housing options in all three regions of the County, including employing creative approaches to identifying and recruiting new housing providers.

2. Describe the estimated schedule for the proposed activities, the management plan, and the method for assuring effective and timely completion of all work.

Prior to the CoC award: The County will phase in the implementation of the CES in December of 2017 in order to meet HUD deadlines for CES implementation. This initial phase may be managed directly by the County through in-kind staffing, however, in late 2017 or early 2018, a qualified non-profit agency will be selected as CES LA through a fair and open procurement process. Gap funding has been identified to resource the LA from December 2017 through the award of CoC funding, however, without CoC funding, the County would not have enough resources to sustain the CES LA.

Q1-Q2 of CoC funding: Expand LA Case Management/Housing Navigator staffing with the goal of identifying new sources for a diverse range of affordable, permanent housing options. Ensure that advertisement strategy is implemented and expand venues for outreach. Continue to provide training on standardize assessment tools and approaches to engaging high-barrier, service resistant consumers; build capacity and monitor efficacy of post-placement, housing retention services; identify and recruit new entry point locations. Work with County HMIS staff to ensure the collection of quality demographic and performance data.

Q3: Provide an interim report on CES efficacy to the County and CoC Board based on performance measures to include: Number of trainings held for entry point staff; number and efficacy of bi-weekly housing conferences; number of standardized assessments conducted; number of new entry points recruited; number of new housing providers recruited; number of placements in permanent housing; number of placements retaining permanent housing; number of diversions to RRH and other mainstream services.

Q4: Based on the performance measures indicated above, and based on input from CES-participating providers, implement system improvements.

The County will continue to be the direct grantee for CoC CES LA funding and HMIS Lead Agency, and will work with the LA, the CoC members and Board, and participating providers to monitor the progress and efficacy of CES implementation, ensure the collection of quality demographic and performance data and provide technical assistance as needed. The County will also conduct an annual HUD monitoring to ensure program and fiscal compliance.

*** 3. Please identify the project's specific population focus.**

(Select ALL that apply)

Chronic Homeless	<input checked="" type="checkbox"/>	Domestic Violence	<input checked="" type="checkbox"/>
Veterans	<input checked="" type="checkbox"/>	Substance Abuse	<input checked="" type="checkbox"/>
Youth (under 25)	<input checked="" type="checkbox"/>	Mental Illness	<input checked="" type="checkbox"/>
Families	<input checked="" type="checkbox"/>	HIV/AIDS	<input checked="" type="checkbox"/>
		Other (Click 'Save' to update)	<input checked="" type="checkbox"/>

Other: Those identified as most vulnerable during the CES assessment process.

4. Please select the type of SSO project: Coordinated Entry

4a. Will the coordinated entry process funded in part by this grant cover the CoC's entire geographic area? Yes

4b. Will the coordinated entry process funded in part by this grant be easily accessible? Yes

4c. Describe the advertisement strategy for the coordinated entry process and how it is designed to reach those with the highest barriers to accessing assistance.

Information about the CES - in both English and Spanish - will be shared widely, both electronically (on CoC and individual provider websites) and via fliers with the CoC homeless and housing service providers and other partners, including behavioral and public health providers, medical providers, outreach teams, veterans centers, and the faith community countywide. Mobile outreach teams, warming centers, drop-in centers and shelters will distribute fliers and personally direct clients to entry points (which may be on-site). The County's 211-Infoline has been participating in CES planning and will assist in making appropriate referrals to CES entry points.

Those with the highest barriers to accessing assistance is the focus CES planning in all three county sub-regions. The broadened CoC participation that the CES planning process has facilitated has lead to the identification of multiple locations frequented by the street homeless populations as CES-entry points to be staffed by street outreach teams with mobile, standardized assessment capabilities. CES planning has also identified health and behavioral health care clinic locations, which serve consumers with multiple and often severe needs, as priority entry point locations. These providers have indicated their willingness to provide in-kind staff to do assessments and/or space and logistical support for street outreach teams. Key to serving this population will also be focused, post-assessment follow-up to keep consumers engaged, available and ready for permanent housing and other appropriate service referrals. Outreach teams will have Spanish-speaking staff and will use culturally appropriate, trauma-informed engagement strategies.

4d. Does the coordinated entry process use a comprehensive, standardized assessment process? Yes

4e. Describe the referral process and how the coordinated entry process ensures that participants are directed to appropriate housing and/or services.

The CES will use the scores generated by the standardized assessment (e.g., the VI-SPDAT) to prioritize clients for PSH or RRH based on need. The CES Lead Agency will convene bi-weekly housing conferences with service and housing providers to review and place top scoring clients in appropriate units as they become available. This will be a transparent process which will incorporate client choice and Housing First principles, and will also keep in mind household size and characteristics, including physical accessibility; access to services, employment and supportive social networks; transportation and health care needs; and other factors when determining housing suitability. The CES process will also be able and willing to locate alternative placements should initial placements provide unsuitable. The CES assessment/referral process will also expedite access to emergency and supportive services and mainstream resources as appropriate to ensure that clients are safe and well, and ready to access appropriate housing at the first availability.

Some of the consumers encountered at CES entry-points will score low on the standardized assessment tool and/or may be able to self-resolve their current crisis with appropriate assistance. CES entry-point staff will be trained on the appropriate, nearest provider that can assist such clients, including providers of rapid rehousing and homeless prevention services, legal services, public assistance, employment assistance, Social Security, veterans services, transportation assistance and health and behavioral health care.

4f. If the coordinated entry process includes differences in the access, entry, assessment, or referral for certain populations, are those differences limited only to the following five groups: Chronically Homeless, Individuals, Families, Youth, and Persons At Risk of Homelessness? Yes

3C. Project Expansion Information

1. Will the project use an existing homeless facility or incorporate activities provided by an existing project? No

5D. Discharge Planning Policy

1. Has the state or local government developed or implemented a discharge planning policy or protocol to prevent or reduce the number of persons discharged from publicly-funded institutions (e.g. health care facilities, foster care, correctional facilities, or mental health institutions) into homelessness or HUD McKinney-Vento funded programs? Yes

6A. Funding Request

1. Will it be feasible for the project to be under grant agreement by September 30, 2019? Yes

2. Is the project proposing to using funds reallocated from the CoCs annual renewal demand OR is the project applying for funding through the permanent housing bonus? Reallocation

3. Does this project propose to allocate funds according to an indirect cost rate? No

4. Select a grant term: 1 Year

* 5. Select the costs for which funding is being requested:

Supportive Services

6F. Supportive Services Budget

Instructions:

Enter the quantity and total budget request for each supportive services cost. The request entered should be equivalent to the cost of one year of the relevant supportive service.

Eligible Costs: The system populates a list of eligible supportive services for which funds can be requested. The costs listed are the only costs allowed under 24 CFR 578.53.

Quantity AND Description: This is a required field. A quantity AND description must be entered for each requested cost. Enter the quantity in detail (e.g. 1 FTE Case Manager Salary + benefits, or child care for 15 children) for each supportive service activity for which funding is being requested. Please note that simply stating "1FTE" is NOT providing "Quantity AND Detail" and limits HUD's understanding of what is being requested. Failure to enter adequate 'Quantity AND Detail' may result in conditions being placed on an award and a delay of grant funding.

Annual Assistance Requested: This is a required field. For each grant year, enter the amount of funds requested for each activity. The amount entered must only be the amount that is DIRECTLY related to providing supportive services to homeless participants.

Total Annual Assistance Requested: This field is automatically calculated based on the sum of the annual assistance requests entered for each activity.

Grant Term: This field is populated based on the grant term selected on Screen "6A. Funding Request" and will be read only.

Total Request for Grant Term: This field is automatically calculated based on the total amount requested for each eligible cost multiplied by the grant term.

All total fields will be calculated once the required field has been completed and saved.

Additional Resources can be found at the HUD Exchange:
<https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources>

A quantity AND description must be entered for each requested cost.

Eligible Costs	Quantity AND Description (max 400 characters)	Annual Assistance Requested
1. Assessment of Service Needs	1 FTE Program Director - Annual salary of \$70,000 plus benefits	\$91,700
2. Assistance with Moving Costs		
3. Case Management		
4. Child Care		
5. Education Services		
6. Employment Assistance		
7. Food		
8. Housing/Counseling Services	1.0 FTE Americorp Housing Navigator - Annual salary of \$11,000 plus benefits	\$12,650
9. Legal Services		
10. Life Skills		
11. Mental Health Services		
12. Outpatient Health Services		
13. Outreach Services		

ATTACHMENT E

Applicant: Santa Barbara County Housing and Community Development
 Project: Santa Barbara County Coordinated Entry

131851003
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14. Substance Abuse Treatment Services		
15. Transportation	Consumer travel - tokens/vouchers; Staff travel approx. 200 miles/week @ \$0.55/mile	\$6,825
16. Utility Deposits		
17. Operating Costs	2 Computers/phones, 1 printer, printing costs, supplies, internet, etc.	\$7,700
Total Annual Assistance Requested		\$118,875
Grant Term		1 Year
Total Request for Grant Term		\$118,875

Click the 'Save' button to automatically calculate totals.

Applicant: Santa Barbara County Housing and Community Development
 Project: Santa Barbara County Coordinated Entry

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6l. Sources of Match

The following list summarizes the funds that will be used as Match for the project. To add a Matching source to the list, select the icon. To view or update a Matching source already listed, select the icon.

Summary for Match

Total Value of Cash Commitments:	\$32,669
Total Value of In-Kind Commitments:	\$0
Total Value of All Commitments:	\$32,669

1. Does this project generate program income as described in 24 CFR 578.97 that will be used as Match for this grant? **No**

Match	Type	Source	Contributor	Date of Commitment	Value of Commitments
Yes	Cash	Government	County General Funds	09/12/2017	\$32,669

Sources of Match Detail

1. Will this commitment be used towards match ? Yes
2. Type of commitment: Cash
3. Type of source: Government
4. Name the source of the commitment: County General Funds
(Be as specific as possible and include the office or grant program as applicable)
5. Date of Written Commitment: 09/12/2017
6. Value of Written Commitment: \$32,669

Applicant: Santa Barbara County Housing and Community Development
 Project: Santa Barbara County Coordinated Entry

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 CA1700L9D031700

6J. Summary Budget

The following information summarizes the funding request for the total term of the project. However, administrative costs can be entered in 8. Admin field below.

Eligible Costs	Annual Assistance Requested (Applicant)	Grant Term (Applicant)	Total Assistance Requested for Grant Term (Applicant)
1a. Acquisition			\$0
1b. Rehabilitation			\$0
1c. New Construction			\$0
2a. Leased Units	\$0	1 Year	\$0
2b. Leased Structures	\$0	1 Year	\$0
3. Rental Assistance	\$0	1 Year	\$0
4. Supportive Services	\$118,875	1 Year	\$118,875
5. Operating	\$0	1 Year	\$0
6. HMIS	\$0	1 Year	\$0
7. Sub-total Costs Requested			\$118,875
8. Admin (Up to 10%)			\$11,800
9. Total Assistance Plus Admin Requested			\$130,675
10. Cash Match			\$32,669
11. In-Kind Match			\$0
12. Total Match			\$32,669
13. Total Budget			\$163,344

Click the 'Save' button to automatically calculate totals.

Applicant: Santa Barbara County Housing and Community Development

131851003

Project: Santa Barbara County Coordinated Entry

CA1700L9D031700

7A. Attachment(s)

Document Type	Required?	Document Description	Date Attached
1) Subrecipient Nonprofit Documentation	No		
2) Other Attachment(s)	No		
3) Other Attachment(s)	No		

Attachment Details

Document Description:

Attachment Details

Document Description:

Attachment Details

Document Description:

7D. Certification

A. For all projects:

Fair Housing and Equal Opportunity

It will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000(d)) and regulations pursuant thereto (Title 24 CFR part I), which state that no person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance, and will immediately take any measures necessary to effectuate this agreement. With reference to the real property and structure(s) thereon which are provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer, transferee, for the period during which the real property and structure(s) are used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

It will comply with the Fair Housing Act (42 U.S.C. 3601-19), as amended, and with implementing regulations at 24 CFR part 100, which prohibit discrimination in housing on the basis of race, color, religion, sex, disability, familial status or national origin.

It will comply with Executive Order 11063 on Equal Opportunity in Housing and with implementing regulations at 24 CFR Part 107 which prohibit discrimination because of race, color, creed, sex or national origin in housing and related facilities provided with Federal financial assistance.

It will comply with Executive Order 11246 and all regulations pursuant thereto (41 CFR Chapter 60-1), which state that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of Federal contracts and shall take affirmative action to ensure equal employment opportunity. The applicant will incorporate, or cause to be incorporated, into any contract for construction work as defined in Section 130.5 of HUD regulations the equal opportunity clause required by Section 130.15(b) of the HUD regulations.

It will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701(u)), and regulations pursuant thereto (24 CFR Part 135), which require that to the greatest extent feasible opportunities for training and employment be given to lower-income residents of the project and contracts for work in connection with the project be awarded in substantial part to persons residing in the area of the project.

It will comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, and with implementing regulations at 24 CFR Part 8, which prohibit discrimination based on disability in Federally-assisted and conducted programs and activities.

It will comply with the Age Discrimination Act of 1975 (42 U.S.C. 6101-07), as amended, and implementing regulations at 24 CFR Part 146, which prohibit discrimination because of age in projects and activities receiving Federal financial assistance.

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It will comply with Executive Orders 11625, 12432, and 12138, which state that program participants shall take affirmative action to encourage participation by businesses owned and operated by members of minority groups and women.

If persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for assistance are unlikely to be reached, it will establish additional procedures to ensure that interested persons can obtain information concerning the assistance.

It will comply with the reasonable modification and accommodation requirements and, as appropriate, the accessibility requirements of the Fair Housing Act and section 504 of the Rehabilitation Act of 1973, as amended.

Additional for Rental Assistance Projects:

If applicant has established a preference for targeted populations of disabled persons pursuant to 24 CFR 582.330(a), it will comply with this section's nondiscrimination requirements within the designated population.

B. For non-Rental Assistance Projects Only.

15-Year Operation Rule.

For applicants receiving assistance for acquisition, rehabilitation or new construction: The project will be operated for no less than 15 years from the date of initial occupancy or the date of initial service provision for the purpose specified in the application.

1-Year Operation Rule.

For applicants receiving assistance for supportive services, leasing, or operating costs but not receiving assistance for acquisition, rehabilitation, or new construction: The project will be operated for the purpose specified in the application for any year for which such assistance is provided.

Where the applicant is unable to certify to any of the statements in this certification, such applicant shall provide an explanation.

Name of Authorized Certifying Official: George Chapjian

Date: 09/23/2017

Title: Community Services Director

Applicant Organization: County of Santa Barbara

PHA Number (For PHA Applicants Only):

I certify that I have been duly authorized by the applicant to submit this Applicant Certification and to ensure compliance. I am aware that any false, fictitious, or fraudulent

Applicant: Santa Barbara County Housing and Community Development
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statements or claims may subject me to
criminal, civil, or administrative penalties .
(U.S. Code, Title 218, Section 1001).

8B. Submission Summary

Applicant must click the submit button once all forms have a status of Complete.

Page	Last Updated
1A. SF-424 Application Type	No Input Required
1B. SF-424 Legal Applicant	No Input Required
1C. SF-424 Application Details	No Input Required
1D. SF-424 Congressional District(s)	09/23/2017
1E. SF-424 Compliance	09/12/2017

ATTACHMENT E

Applicant: Santa Barbara County Housing and Community Development
 Project: Santa Barbara County Coordinated Entry

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1F. SF-424 Declaration	09/12/2017
1G. HUD 2880	09/12/2017
1H. HUD 50070	09/12/2017
1I. Cert. Lobbying	09/12/2017
1J. SF-LLL	09/12/2017
2A. Subrecipients	No Input Required
2B. Experience	09/23/2017
3A. Project Detail	09/12/2017
3B. Description	09/23/2017
3C. Expansion	09/12/2017
5D. Discharge Policy	09/12/2017
6A. Funding Request	09/13/2017
6F. Supp Srvcs Budget	09/23/2017
6I. Match	09/13/2017
6J. Summary Budget	No Input Required
7A. Attachment(s)	No Input Required
7D. Certification	09/12/2017

ATTACHMENT E

EXHIBIT C
Project Budget



2017 Continuum of Care Grant Program

Project Budget - Revenues

Project Title Coordinated Entry System
 Applicant Name United Way of Northern Santa Barbara County

2017 CoC Grant # CA1700L9D031700 Budget Term: 8/1/2018 - 7/31/2018

Component	Award Amount
Coordinated Entry Supportive Services	\$ 118,875
Administration	\$ 5,900
TOTAL	\$ 124,775
25% Match Requirement	\$ 32,669

Revenue and Expense budgets should reflect the *entire program budget* for a 12-month period TBD. (Estimated Start Date: 7/1/2018). For both Revenue and Expenses, the totals for CoC Funds, 25% Match and Other should match Total Program Budget. Color-coded cells should match.

Please specify the source of "Other Federal Funds".

Revenue

Source	Total Program Budget	CoC Funds	25% Match
2017 CoC Funds (This grant)*	\$ 124,775	\$ 124,775	
CDBG - Cities	\$ -		
CDBG - County	\$ -		
CoC Program	\$ -		
ESG - County	\$ 38,951		
HOME - Cities	\$ -		
HOME - County	\$ -		
<i>Other Federal Funds (specify program below)</i>			
FEMA	\$ -		
CACFP	\$ -		
<i>Other State Funds (specify program below)</i>			
<i>Calworks/EOPS</i>			
County General Fund	\$ 90,000		\$ 32,669
<i>County Human Services Funds</i>			
County Human Services Funds	\$ -		
<i>Other Local Funds</i>			
Other Local Funds	\$ 216,000		
<i>Private Trusts and Foundation Funds</i>			
Private Trusts and Foundation Funds	\$ 100,000		
<i>Fundraising Events</i>			
Fundraising Events	\$ 100,000		
<i>Donations</i>			
Donations	\$ 25,000		
<i>Client Fees</i>			
Client Fees			
<i>Other (specify source below)</i>			
AmeriCorps Patners	\$ 81,950		
United Way Campaign	\$ 13,555		
<i>Total Revenue</i>			
Total Revenue	\$ 790,231	\$ 124,775	\$ 32,669



2017 Continuum of Care Grant Program

Project Title: Coordinated Entry System
 Applicant Name: United Way

Project Budget - Expenses

Expense	Total Program Budget	CoC-Funded Portion	25% Match	Other
Salaries, Benefits, and Payroll Taxes - Provide detail for all program staff. Add lines as needed.				
Program Director FTE	\$ 70,000	\$ 70,000		
Program Manager 1FTE	\$ 53,333			\$ 53,333
Team Leader (North) 1FTE	\$ 41,601			\$ 41,601
Team Leader (Mid) 1FTE	\$ 41,601			\$ 41,601
Team Leader (South) 1FTE	\$ 56,577			\$ 56,577
Housing Navigator/Outreach Coordinator 1FTE	\$ 70,000	\$ 11,000		\$ 59,000
Clinical Support (Countywide)	\$ 89,000			\$ 89,000
UW AmeriCorps Members 5.64 FTE	\$ 135,360			\$ 135,360
Employee Benefits and Payroll Taxes	\$ 91,659	\$ 23,350	\$ 22,650	\$ 45,659
Admin Cost @ 6985	\$ -			
Operations				
MSW Intern Supervision	\$ 10,000			\$ 10,000
Facility, Utilities, and Maintenance	\$ 40,000			\$ 40,000
Telephone, Fax, and Internet	\$ 6,000	\$ 5,200		\$ 800
Supplies	\$ 10,000		\$ 3,653	\$ 6,347
Postage and Shipping	\$ 2,500	\$ 2,500		
Marketing	\$ 8,200			\$ 8,200
Transportation -Travel, Mileage	\$ 24,000	\$ 6,825	\$ 6,366	\$ 10,809
Equipment Rental and Maintenance	\$ 1,000			\$ 1,000
Insurance	\$ 8,500			\$ 8,500
AmeriCorps Required Trainings	\$ 5,000			\$ 5,000
Re-unification/Diversion Program	\$ 20,000			\$ 20,000
Administration (CoC-funded portion must total \$5,900)*				
Finance Coordinator .14 FTE @ \$40,800	\$ 5,900	\$ 5,900		
	\$ 790,231	\$ 124,775	\$ 32,669	\$ 632,787

* See Guidance on eligible Administrative expenses.

Total should be \$32,669

Narrative (optional)

EXHIBIT D

Expenditure Summary and Payment Request (ESPR)

EXPENDITURE SUMMARY AND PAYMENT REQUEST (ESPR)

2017 Continuum of Care Program

County of Santa Barbara Community Services Department

Agency Name: United Way of Northern Santa Barbara County DUNS #: 114434582
 Project Name: Coordinated Entry
 Address: 1560 S. Broadway Suite 201, Santa Maria, CA 93454
 Contact Person: Emily Allen Title: Program Director
 Email Address: emily@liveunitedbc.org Phone #: 805-403-5224

ESPR Request #: _____
 Date Submitted: _____
 Report Period: Q1 (Aug 18 - Oct 18)
 Q2 (Nov 18 - Jan 19)
 Q3 (Feb 19 - Apr 19)
 Q4 (May 19 - July 19)

Submit completed ESPR and required documentation to:

Staff Person: Miriam E. Moreno Title: Housing Program Specialist
 Email Address: mmoreno@co.santa-barbara.ca.us Phone #: 805-568-2479

PO/Contract #: _____
 HCD Project #: _____

Grant Budget and Expenditures

Activity ID	Program Component	Activity	Budget	Previous Drawdowns	Requested Drawdown	New Available Balance	Total Match
SSO		Coordinated Entry - Staff Costs	\$ 104,350.00	-	\$ -	\$ 104,350.00	\$ -
SSO		Coordinated Entry - Non-Staff Costs	\$ 14,525.00	-	\$ -	\$ 14,525.00	\$ -
SSO		Coordinated Entry - Administration	\$ 5,900.00	-	\$ -	\$ 5,900.00	\$ -
		TOTAL	\$ 124,775.00	\$ -	\$ -	\$ 124,775.00	\$ -

Check this box if this is the final payment.

Certification

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

 Manager / Fiscal Officer

 Administrator / Executive Director

Name _____ Title _____

Signature _____ Date _____

ATTACHMENT E

EXHIBIT E

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

INDEMNIFICATION

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

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

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

INSURANCE

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

If SUBRECIPIENT maintains higher limits than the minimums shown above, COUNTY requires and shall be entitled to coverage for the higher limits maintained by SUBRECIPIENT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to 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 SUBRECIPIENT including materials, parts, or equipment furnished in

connection with such work or operations. General liability coverage can be provided in the form of an endorsement to SUBRECIPIENT'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, SUBRECIPIENT's insurance coverage shall be primary insurance as respects COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, officials, employees, agents or volunteers shall be excess of SUBRECIPIENT's insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to COUNTY.
4. **Waiver of Subrogation Rights** – SUBRECIPIENT hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said SUBRECIPIENT may acquire against COUNTY by virtue of the payment of any loss under such insurance. SUBRECIPIENT agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not 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 COUNTY. COUNTY may require SUBRECIPIENT to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
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** – SUBRECIPIENT shall furnish 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 COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive SUBRECIPIENT's obligation to provide them. SUBRECIPIENT shall furnish evidence of renewal of coverage throughout the term of the Agreement. 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** – SUBRECIPIENT shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and SUBRECIPIENT shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
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, SUBRECIPIENT 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. SUBRECIPIENT agrees to execute any such amendment within thirty (30) days of receipt.

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

EXHIBIT F

**Certification Regarding Compliance with
the Americans with Disabilities Act**

The undersigned certifies, that to the best of his/her knowledge and belief, that:

SUBRECIPIENT is in compliance with and will continue to comply with the Americans with Disabilities Act 42 U.S.C. 12101 et seq. and its implementing regulations, all as may be amended.

SUBRECIPIENT will provide for reasonable accommodations to allow qualified individuals with disabilities to have access to and participate in its programs, services, activities and facilities in accordance with the provisions of the Americans with Disabilities Act.

SUBRECIPIENT will not discriminate against persons with disabilities nor against persons due to their relationship or association with a person with a disability.

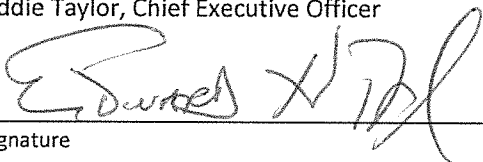
SUBRECIPIENT will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when the parties entered into this transaction.

Subrecipient: United Way of Northern Santa Barbara County

Grant Number: CA1700L9D031700

Authorized Representative: Eddie Taylor, Chief Executive Officer


Signature



Date

EXHIBIT G

Certification Regarding Lobbying

Certification for Contracts, Grants, Loans and Cooperative Agreements

SUBRECIPIENT is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments (31 U.S.C., § 1352), and HUD's 24 CFR Part 87, all as may be amended, from using federally appropriated funds for the purpose of 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, loan or cooperative agreement, and any extension, continuation, renewal, amendment or modification of said documents.

SUBRECIPIENT must certify in writing that it is familiar with the Federal Lobbyist Requirements and that all persons and/or entities acting on behalf of SUBRECIPIENT will comply with the Lobbyist Requirements.

Failure on the part of SUBRECIPIENT or persons and/or entities acting on behalf of SUBRECIPIENT to fully comply with the Federal Lobbyist Requirements shall be subject to civil penalties.

The undersigned certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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.

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, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.

The undersigned shall require that the language 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 subrecipients shall certify and disclose accordingly.

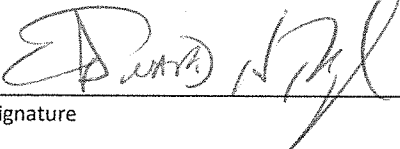
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to file 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.

EXHIBIT G (CONTINUED)

Subrecipient: United Way of Northern Santa Barbara County

Grant Number: CA1700L9D031700

Authorized Representative: Eddie Taylor, Chief Executive Officer


Signature

6-20-18
Date

EXHIBIT H

**Certification Regarding Debarment, Suspension, Ineligibility and
Voluntary Exclusion – Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 2 CFR Part 2424, as all may be amended, Participants' responsibilities.

1. By signing and submitting this document, the prospective recipient of federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of federal assistance funds shall provide immediate written notice to the person with whom this agreement is entered, if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous, when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of regulations implementing Executive Order 12549.
5. The prospective recipient of federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective recipient of federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non-Procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

EXHIBIT H (CONTINUED)

9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

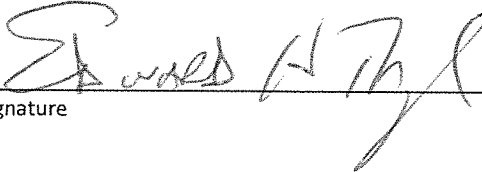
The prospective recipient of federal assistance funds certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Where the prospective recipient of federal assistance funds is unable to certify any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Subrecipient: United Way of Northern Santa Barbara County

Grant Number: CA1700L9D031700

Authorized Representative: Eddie Taylor, Chief Executive Officer


Signature

6-20-18
Date

EXHIBIT I

Federal Award Identification Information

i. Subrecipient Name (which must match the registered name in DUNS)		United Way of Northern Santa Barbara County
ii. Subrecipient DUNS number		114434582
iii. Federal Award Identification Number (FAIN)		CA1700L9D0341700
iv. Federal Award Date		January 11, 2018
v. Period of Performance	Start Date	8/1/2018
	End Date	7/31/2019
vi. Amount of Federal Funds Obligated by this action		\$124,775
vii. Total Amt of Federal Funds Obligated to subrecipient		\$124,775
viii. Total Amount of the Federal Award		\$130,675
ix. Federal award project description		Continuum of Care Program funds for the operation and oversight of the County of Santa Barbara Coordinated Entry System
x. Name of Federal awarding agency,		U.S. Department of Housing and Urban Development
Pass through entity,		County of Santa Barbara
And contact information for awarding official		
xi. CFDA	Number	14.267
	Name	Continuum of Care Program
xii. Is the award research and development?		No
xiii. Indirect cost rate for the Federal award (including if the de minimus rate is charged per §200.414 Indirect (F&A) costs.		N/A