

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 August, 2019 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").

WHEREAS, on January 9, 2018 the COUNTY executed a Memorandum of Understanding with the UNITED WAY, establishing them as the COORDINATING AGENCY for the Santa Maria/Santa Barbara County CES, responsible for the implementation and maintenance of the Coordinated Entry System.

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 standardized 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.

On January 9, 2018 the COUNTY executed a Memorandum of Understanding with the UNITED WAY, establishing them as the COORDINATING AGENCY for the Santa Maria/Santa Barbara County CES, responsible for the implementation and maintenance of the Coordinated Entry System. The COORDINATING AGENCY fulfilled its responsibility to implement the Coordinated Entry System outlined in the original MOU. This updated MOU will govern the maintenance and growth of CES moving forward.

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. Annually renew MOU's with ENTRY POINT providers to revise 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. Enforce 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 on a regular basis 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. RAnnually renew specific requirements with each ENTRY POINT provider to develop and ensure consistent and complete entry of data into the HMIS, arrangements for client transportation, and procedures to get clients document ready. In some cases, the COORDINATING AGENCY staff may need to assist in the performance of some of these duties.
6. Ensure that there is continued adequate geographic and population CES service coverage in each region of the county by fixed-location entry points, outreach teams, and housing placements.
7. Ensure each CES participating agency has a safety plan in place for individuals and families who are fleeing, or attempting to flee, domestic violence or who are victims of human trafficking.
8. Develop separate and distinct affirmative marketing plans/advertising strategies for informing each of the following CES consumers: The service provider network, individuals or families experiencing homelessness, and the community-at-large. The plans should describe CES and how to access it using language specific to each discrete CES consumer category. The strategy should specifically address how it will reach those with the highest barriers or resistance to accessing assistance.
9. Convene a minimum of two housing case conferences per month to match consumers at the top of the housing-priority list with permanent housing units or vouchers. This process should be consistent with Housing First principles and consumer choice.
10. Develop and maintain a CES priority list for each housing type consisting of both individuals and families.
11. 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 or given a voucher. In some cases, the COORDINATING AGENCY staff may need to assist in the performance of some of these duties.
12. 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. This list should be presented as part of the bi-monthly case conferencing meetings.
13. Assist service providers if previously-housed CES consumers need to be relocated. Work to ensure any vacated units remain in the housing pool available to the CoC.
14. Analyze and report to HCD the CES housing retention rates individuals and families 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.
15. Track data to report on performance measures outlined in the Scope of Work. Provide a quarterly data driven report to the County and CoC on the efficacy of CES activities to date,

with recommendations for system improvement.

16. 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.
17. 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.
18. Maintain adequate and qualified staff to fulfill the responsibilities outlined in this MOU and other grant agreements with the County related to CES.
19. 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.
20. 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.
21. 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 integration of the Vulnerability Index and Service Prioritization Decision Assistance Tool (VI-SPDAT) and/or other standardized assessment tool(s) used for CES into HMIS;
 - 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.
 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 August 13, 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

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

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

“COUNTY”
COUNTY OF SANTA BARBARA

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

By: _____
Deputy Clerk

By: _____
Steve Lavagnino
Chair, Board of Supervisors

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

By: _____
Deputy Auditor-Controller

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

By: _____
Deputy County Counsel

By: _____
George Chapjian
Community Services Director

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

By: _____
Risk Manager

"UNITED WAY"

UNITED WAY OF NORTHERN SANTA BARBARA COUNTY:

By: _____

Eddie Taylor

CEO, United Way of Northern Santa Barbara County