

MEMORANDUM OF UNDERSTANDING
Between
SANTA BARBARA COUNTY PUBLIC HEALTH DEPARTMENT
and
UNITED WAY OF SANTA BARBARA COUNTY

THIS Memorandum of Understanding (MOU) is made by and between the County of Santa Barbara, a political subdivision of the State of California (COUNTY) and the United Way of Santa Barbara County (UWSBC), individually referred to as Party, collectively Parties, wherein the Parties agree this MOU is to implement a COVID-19 emergency response related, and philanthropically funded, Public Health Critical Needs Fund (CNF) focused on Isolation Capacity and Contact Tracing as described in the attached program description and budget.

WHEREAS, the County of Santa Barbara is an agency of the State of California and the mission of the County of Santa Barbara Public Health Department is to improve the health of the County of Santa Barbara communities by preventing disease, promoting wellness, ensuring access to needed health care, and maintaining a safe and healthy environment; and

WHEREAS, UWSBC is a 501(c)(3) private nonprofit corporation (PNP) whose core programs offer a continuum of integrated services in each of three community-identified focus areas (Education, Financial Empowerment, and Health) to help local community members from the day they are born until the final days of their life, and everywhere in between; and

WHEREAS, on March 4, 2020, Governor Newsom declared a state of emergency for conditions caused by a novel coronavirus, COVID-19, and on March 11, 2020, the World Health Organization declared COVID-19 a global pandemic, and on March 12, 2020, the County of Santa Barbara declared a local emergency and a local health emergency in relation COVID-19 in the community; and

WHEREAS, on March 12, 2020, the Santa Barbara County Director of Emergency Services (DES) proclaimed a Local Emergency, and the Health Officer of the County of Santa Barbara declared a Local Health Emergency, due to the imminent and proximate threat to public health from the introduction of COVID-19 in the County of Santa Barbara; and

WHEREAS, on March 13, 2020, a Proclamation Declaring a National Emergency was issued by the President of the United States due to the national impacts of COVID-19; and

WHEREAS, on March 17, 2020, the Santa Barbara County Board of Supervisors ratified the Proclamation the Local Emergency, and the Declaration of a Local Health Emergency; and

WHEREAS, on March 19, 2020 Governor Newsom issued Executive Order N-33-20 ordering all individuals living in the State of California to stay home or at their place of residence except as needed to maintain continuity of operations of the federal critical infrastructure sectors or to otherwise facilitate necessary activities; and

WHEREAS, on March 22, 2020, the President of the United States approved a Major Disaster Declaration for California beginning January 20, 2020, which made federal emergency aid available for California, including the County of Santa Barbara, through disaster assistance under Federal Emergency Management Agency (FEMA) Incident DR-4482-CA; and

WHEREAS, on April 1, 2020, Governor Newsom issued Executive Order N-41-20 authorizing expenditures to be made out of the Disaster Response-Emergency Operations Account for personal protective equipment, medical equipment and other expenditures as necessary to support the hospital surge, to provide necessary services to vulnerable populations, and other expenditures necessary to respond to the threat and spread of COVID-19 including non-congregate sheltering to isolate, quarantine, and physically distance certain individuals in order to reduce the spread of COVID-19; and

WHEREAS, on April 14, 2020 Governor Newsom outlined six critical indicators the state will consider before modifying the statewide stay at home order and the first critical indicator included the ability to monitor and protect our communities through testing, contact tracing, isolating, and supporting those who are positive or exposed; and

WHEREAS, the State Public Health Officer has articulated a four-stage framework—which includes provisions for the reopening of lower-risk businesses and spaces (“Stage Two”), to be followed by the reopening of higher-risk businesses and spaces (“Stage Three”)—to allow Californians to gradually resume various activities while continuing to preserve public health in the face of COVID-19; and

WHEREAS, on May 4, 2020 Governor Newsom issued executive order N-60-20 directing the State Public Health Officer to establish procedures to permit, in a manner consistent with public health and safety, local health officers who submit certification of specific criteria including robust testing capacity and contact tracing to establish and implement less restrictive health measures within their jurisdictions; and

WHEREAS, despite the efforts of the State of California, there is a need for county and local governments to provide emergency work such as isolation efforts and contact tracing is that which is necessary to save lives or protect public health and safety; and

WHEREAS, the County of Santa Barbara requires the mutual assistance of UWSBC, pursuant to the PNP Organization Assistance Program in connection with the COVID-19 Santa Barbara County incident; and

WHEREAS, a PNP must comply with state and federal civil rights laws that prohibit discrimination, and the First Amendment to the United States Constitution with regard to the use of public funds for religious activities (19 CCR § 2994); and

WHEREAS, federal and state funds may be insufficient to cover the costs associated with the County’s response to COVID-19; and

WHEREAS, this MOU is to confirm a spirit of cooperation and coordination between the Santa Barbara County Public Health Department and the UWSBC relating to the CNF program; and

WHEREAS, this MOU also describes roles and responsibilities of each party that are necessary for the collaborative implementation of the CNF program.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

I. PROGRAM DESCRIPTION

At the request of the COUNTY, UWSBC has established a Public Health Critical Needs Fund (CNF) that can quickly deploy resources in support of specific health/medical related needs that have been identified by the Public Health Department and other senior leaders in Santa Barbara County's medical community. The primary purpose of the CNF is to serve as an effective instrument in containing and/or reducing the rate of viral transmission in our community by filling key gaps in the public/medical sectors' efforts to fight COVID-19. Specifically, the CNF focuses philanthropic and nonprofit resources in two key areas of importance to COVID-19 response efforts: Isolation Capacity and Contact Tracing.

II. ROLES AND RESPONSIBILITIES OF EACH PARTY

A. United Way of Santa Barbara County (UWSBC) will:

1. Work with leaders in philanthropy to raise funds to support CNF activities and expenses.
2. Serve as the fiscal agent for the CNF and receive requests for financial support from COUNTY consistent with the attached Public Health Critical Needs Fund (CNF) program.
3. Provide philanthropic support to the COUNTY, as available, subject to donor discretion, and upon approval by UWSBC, in an amount up to but not to exceed \$54,080 in support of Isolation Capacity.
4. UWSBC, through its contractor Romo & Associates (R&A) will assist COUNTY in establishing the systems and processes necessary to effectively identify needs, submit requests for funding, process payment, and to also ensure proper reporting, record keeping, accounting, and preservation of donor intent. While UWSBC and R&A will assist in this area, COUNTY will take the lead and be responsible for proper reporting and accountability.
5. Seek, receive, and manage philanthropic donations for the program and use those funds to contract with Family Service Agency of Santa Barbara County to provide contact tracing services that can be effectively integrated into the County's contact tracing program.
6. Serve as the fiscal agent for philanthropic investments and support a funders group to maintain communications and promote awareness about how the program is going, ensure donor intent is preserved, communicate with donors about programmatic success, outcomes, and future needs, and facilitate proper accounting and reporting.

7. Work with the County and nonprofit partners to prepare documents that the County could forward to possibly recover costs related to this program from possible federal and state disaster payment sources.
8. Receive possible future reimbursements for contact tracing through the County cost recovery efforts and communicate with donors to the program about whether they would like those reimbursements to be returned to them or redirected to another philanthropic purpose.

B. The COUNTY through the Santa Barbara County Public Health Department will:

1. Seek approval from UWSBC in advance of making payments for which County anticipates using CNF funds in order to preserve donor intent and ensure the availability of funding. Expenditures made by COUNTY without UWSBC approval might not be covered by CNF funds at all, at the discretion of UWSBC and consistent with donor intent.
2. In all cases, COUNTY is expected to manage and make requests of the CNF for motels and other sources of accommodations. Ideally, a specific COUNTY staff member will be designated throughout the COVID-19 response effort to serve as the point of contact for UWSBC to help facilitate requests for payment.
3. COUNTY is solely responsible for negotiating, entering into contracts, and coordinating with motels and other sources of accommodations for people served by the CNF program.
4. COUNTY will be responsible for ensuring motel operators and other providers of accommodations receive:
 5. Proper training for social distancing;
 6. Guidelines on safe cleaning of rooms, and
 7. Explanation of the nature of the program and the medical situation and risks of people placed.
8. COUNTY will be responsible for ensuring safety and sanitary standards during and after placement into motels, including reasonable remediation necessary to ensure no spread of the disease to people using rooms or other accommodations after people have left quarantine or isolation.
 - i. COUNTY is responsible for reasonable levels of care and support for people placed into accommodations, including but not limited to a basic health assessment, basic needs and social supports, case-management, and transportation to previous living accommodations, as may be applicable or necessary.
 - ii. COUNTY will request payment from the CNF only for expenses that are known at the time of those requests to be ineligible for reimbursement from other sources. If payment is made by the CNF for COUNTY expenses that later become eligible for reimbursement from federal or state disaster

agency sources, COUNTY will refund the CNF for those previous expenses for which payment was made.

- iii. COUNTY will take the lead and be responsible for proper reporting and accountability.
1. For the purposes of the Contact Tracing effort, COUNTY will train employees of the Family Service Agency of Santa Barbara County on the PHD contact tracing program and fully integrate those employees into PHD's contact tracing model, communicate with these employees directly, task them with the work they should be doing in this program, support the program and the employees as necessary to ensure programmatic success.
2. Participate in regular meetings, discussions, or both of the CNF funders group supporting this program to help ensure that the group is informed about performance, challenges, and successes of the program, as well as emerging needs potential areas for further investment as they arise.
3. Assist and submit cost recovery requests to FEMA or state disaster agency reimbursement for contact tracing services funded/provided by UWSBC and FSA that are prepared by the FSA. Such assistance shall be limited to forwarding claims for reimbursement for the allowable costs of the services provided. The COUNTY shall have no financial responsibility for these costs or charges other than to provide assistance in forwarding the claim(s) for payment to Federal and/or State agencies.
4. Any funds secured by the County through these requests will be passed through to the UWSBC, if and/or when received at a later date.
5. Provide training, forms, access to systems, etc. to FSA and UWSBC to help ensure proper documentation and reporting of activities and expenditures in order to maximize their potential for possible future cost recovery.

III. TERMS AND CONDITIONS

- A. Designated Representative.** Suzanne Jacobson, Deputy Director at phone number 805 681-5183 is the representative of COUNTY and will administer this MOU for and on behalf of COUNTY. Steve Ortiz at phone number 805-965-8591 is the authorized representative for UWSBC. Changes in designated representatives shall be made only after advance written notice to the other party.
- B. Notices.** Any notice or consent required or permitted to be given under this MOU shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY: Suzanne Jacobson, Deputy Director
Santa Barbara County Public Health Department
300 N. San Antonio Road
Santa Barbara, CA 93110
(805) 681-5126 (fax)

To UWSBC: Steve Ortiz, President & CEO, United Way Santa Barbara County
320 E Gutierrez St
Santa Barbara, CA 93101-1707

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

- C. Term.** The Parties agree performance will be on March 19, 2020, and end performance upon completion, but no later than December 31, 2021 unless otherwise agreed or earlier terminated.
- D. Conflict of Interest.** Each Party covenants that it presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this MOU. Each Party further covenants that in the performance of this MOU, no person having any such interest shall be employed by either Party. Each Party agrees to promptly disclose to the other Party, in writing, any potential conflict of interest. Each Party retains the right to waive a conflict of interest disclosed if it determines the conflict to be immaterial, and such waiver is only effective if provided in writing.
- E. No Publicity or Endorsement.** UWSBC shall not use County's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. UWSBC shall not use County's name or logo in any manner that would give the appearance that the County is endorsing UWSBC. UWSBC shall not in any way contract on behalf of or in the name of County. UWSBC shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the County or its projects, without obtaining the prior written approval of County.
- F. Records, Audit, and Review.**
1. Each party shall keep such business records pursuant to this MOU as would be kept by a reasonably prudent practitioner of its profession and shall maintain such records for at least four (4) years following the termination of this MOU. All accounting records shall be kept in accordance with generally accepted accounting principles. Each party shall have the right to audit and review all such documents and records at any time during regular business hours or upon reasonable notice. In addition, if this MOU exceeds ten thousand dollars (\$10,000.00), UWSBC shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the MOU

(Cal. Govt. Code Section 8546.7). UWSBC and COUNTY shall participate in any audits and reviews at no charge.

2. If federal, state or COUNTY audit exceptions are made relating to this MOU, UWSBC shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, UWSBC shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.
3. The County shall comply with the Single Audit Act requirements incorporated herein.

G. Indemnification. In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to California Government Code Section 895.6, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead all parties agree that pursuant to California Government Code Section 895.4, each of the parties hereto shall fully indemnify and hold each of the other parties, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by California Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this MOU. No party, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of other parties hereto, their officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other parties under this MOU.

H. Insurance. Each Party shall maintain its own insurance coverage, through commercial insurance, self-insurance or a combination thereof, against any claim, expense, cost, damage, or liability arising out of the performance of its responsibilities pursuant to this MOU.

I. Nondiscrimination. Each Party agrees that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this MOU and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein.

J. Nonexclusive MOU. The Parties understand that this is not an exclusive MOU and that each Party has the right to negotiate with and enter into MOUs, agreements, or contracts with others providing the same or similar services as those described herein.

- K. Non-Assignment.** Each Party agrees it shall not assign or transfer this MOU or any of its rights or obligations under this MOU without the prior written consent of the other Party and any attempt to so assign or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.
- L. Termination.** Either Party may, by written notice, terminate this MOU in whole or in part at any time, whether for convenience, for non-appropriation of funds, or because of the failure of a Party to fulfill the obligations herein.
- M. Section Headings.** The headings of the several sections shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.
- N. Severability.** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this MOU shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- O. Remedies Not Exclusive.** No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.
- P. No Waiver of Default.** No delay or omission of either Party to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this MOU shall be exercised from time to time and as often as may be deemed expedient.
- Q. Entire MOU and Amendment.** In conjunction with the matters considered herein, this MOU contains the entire understanding of the Parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This MOU may be altered, amended or modified only by an instrument in writing, executed by the Parties to this MOU and by no other means. Each Party waives their future right to claim, contest or assert that this MOU was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.
- R. Successors and Assigns.** All representations, covenants and warranties set forth in this MOU, by or on behalf of, or for the benefit of any or all of the Parties hereto, shall be binding upon and inure to the benefit of such Party, its successors and assigns.
- S. Compliance with Law.** Each Party shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this MOU.
- T. California Law and Jurisdiction.** This MOU shall be governed by the laws of the State of California. Any litigation regarding this MOU or its contents shall be filed in the County of

Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

U. Execution of 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.

V. Authority. All signatories and Parties to this MOU warrant and represent that they have the power and authority to enter into this MOU in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this MOU have been fully complied with.

W. Survival. All provisions of this MOU which by their nature are intended to survive the termination or expiration of this MOU shall survive such termination or expiration.

X. Clean Air Act.

1. UWSBC agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §7401 et. Seq.
2. UWSBC agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the California Office of Emergency Services, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. UWSBC agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the Federal Emergency Management Agency.

Y. Federal Water Pollution Control Act.

1. UWSBC agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC §1251 et. Seq.
2. UWSBC agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the California Office of Emergency Services, Federal Emergency Management Agency and the appropriate Environmental Protection Agency Regional Office.
3. UWSBC agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the Federal Emergency Management Agency.

Z. Suspension and Disbarment.

1. This MOU is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. As such the UWSBC is required to verify that none of the UWSBC, its principals (defined at 2 CFR §180.995), or its affiliates (defined at 2 CFR §180.905) are excluded (defined at 2 CFR §180.940) or disqualified (defined at 2 CFR §180.935).
2. UWSBC must comply with 2 CFR Part 180, Subpart C and 2 CFR Part 3000, Subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by the County. If it is later determined that the UWSBC did not comply with 2 CFR Part 180, Subpart C and 2 CFR Part 3000, Subpart C, in addition to remedies available to California Office of Emergency Services, and County, the Federal Government may pursue available remedies, including but not limited to suspension and/or disbarment.
4. UWSBC agrees to comply with the requirements of 2 CFR Part 180, Subpart C and 2 CFR Part 3000 Subpart C throughout the period of this contract. UWSBC further agrees to include a provision requiring such compliance in its lower tier covered transactions.

AA. Byrd Anti-Lobbying Amendment. UWSBC shall file the required certification attached as Exhibit A, Certification for Contracts, Grants, Loans, and Cooperative MOU (Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (As Amended)), which is incorporated herein by this reference. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

BB. Procurement of Recovered Materials.

1. In performance of this contract, UWSBC shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired –
 - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.
2. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site,

CC. Access to Records.

1. UWSBC agrees to provide the Cal OES, County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers and records of the UWSBC which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. UWSBC agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. UWSBC agrees to provide the FEMA Administrator or his or her authorized representatives access to construction or other work sites pertaining to the work being completed under this contract.

DD. Department of Homeland Security Seal, Logo, and Flags. UWSBC shall not use the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

EE. No Obligation by the Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liability to the County, UWSBC, or any other party pertaining to any matter resulting from this contract.

FF. Program Fraud and False or Fraudulent Statements or Related Acts. UWSBC acknowledges that 31 USC Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the UWSBC's actions pertaining to this contract.

GG. Remedies for Noncompliance. In the event County determines, in its sole discretion, that UWSBC is not in compliance with the terms and conditions set forth herein, County may:

1. Require additional, more detailed financial reports;
2. Require additional project monitoring;
3. Requiring UWSBC to obtain technical or management assistance; or
4. Establish additional prior approvals.

HH. Changes.

1. **Notice.** The primary purpose of this clause is to obtain prompt reporting of County conduct that UWSBC considers to constitute a change to this MOU. Except for changes identified as such in writing and signed by County, UWSBC shall notify the County in writing, within five (5) calendar days from the date that UWSBC identifies any Government conduct (including actions, inactions, and written or oral communications) that UWSBC regards as a change to the MOU. On the basis of the most accurate information available to UWSBC, the notice shall state:
 - i. The date, nature, and circumstances of the conduct regarded as a change;

- ii. The name, function, and activity of each Government individual and UWSBC official or employee involved in or knowledgeable about such conduct;
 - iii. The identification of any documents and the substance of any oral communication involved in such conduct;
 - iv. In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
 - v. The particular elements of contract performance for which UWSBC may seek an equitable adjustment under this clause, including:
 - What line items have been or may be affected by the alleged change;
 - What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
 - What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
 - vi. UWSBC's estimate of the time by which County must respond to UWSBC's notice to minimize cost, delay or disruption of performance.
2. **Continued Performance.** Following submission of the required notice, UWSBC shall diligently continue performance of this MOU to the maximum extent possible in accordance with its terms and conditions as construed by the UWSBC.
3. **County Response.** County shall promptly, within ten (10) calendar days after receipt of notice, respond to the notice in writing. In responding, County shall either:
 - i. Confirm that the conduct of which UWSBC gave notice constitutes a change and when necessary direct the mode of further performance;
 - ii. Countermand any communication regarded as a change;
 - iii. Deny that the conduct of which UWSBC gave notice constitutes a change and when necessary direct the mode of further performance; or
 - iv. In the event UWSBC's notice information is inadequate to make a decision, advise UWSBC what additional information is required, and establish the date by which it should be furnished and the date thereafter by which County will respond.
4. **Equitable Adjustments.**
 - i. If the County confirms that County conduct effected a change as alleged by UWSBC, and the conduct causes an increase or decrease in UWSBC's cost of,

or the time required for, performance of any part of the work under this MOU, whether changed or not changed by such conduct, an equitable adjustment shall be made:

- In the contract price or delivery schedule or both; and
 - In such other provisions of the MOU as may be affected.
- ii. The MOU shall be modified in writing accordingly. The equitable adjustment shall not include increased costs or time extensions for delay resulting from UWSBC's failure to provide notice or to continue performance as provided herein.
- II. Mandatory Disclosure.** UWSBC must disclose, in a timely manner, in writing to the County all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award. UWSBC is required to report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM) located at www.sam.gov. Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.338 Remedies for noncompliance, including suspension or debarment. (See also 2 CFR part 180 and 31 U.S.C. 3321.)

(Signatures on following page(s).)

MOU between the County of Santa Barbara and United Way of Santa Barbara County (UWSBC).
IN WITNESS WHEREOF, the parties have executed this MOU to be effective on May 19, 2020.

ATTEST:
Mona Miyasato
County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

By: _____
Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:
County Public Health Department

By: _____
Van Do-Reynoso, MPH, PhD
Department Head

APPROVED AS TO FORM:
Michael C. Ghizzoni
County Counsel

APPROVED AS TO ACCOUNTING FORM:
Betsy M. Schaffer, CPA
Auditor-Controller

By: _____
Deputy County Counsel

By: _____
Deputy

APPROVED AS TO FORM:
Risk Management

By: _____
Risk Management

MOU between the County of Santa Barbara and United Way of Santa Barbara County (UWSBC).
IN WITNESS WHEREOF, the parties have executed this MOU to be effective on March 19, 2020.

United Way of Santa Barbara County (UWSBC):

Name: Steve Ortiz

Title: President & CEO, UWSBC

EXHIBITA

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND MOUS
(Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (As Amended))**

United Way of Santa Barbara certifies, to the best of his or her knowledge, 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 MOU, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, MOU, or MOU.
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 MOU, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," 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 MOUs) 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

UWSBC of Santa Barbara County certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, UWSBC of Santa Barbara County understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of UWSBC's Authorized Official

Name and Title of UWSBC's Authorized Official

Date