

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 2018 Continuum of Care Program Competition (CoC Program NOFA) on June 20, 2018; 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 17, 2018; and

WHEREAS, HUD announced on February 6, 2019 that PROJECT was funded; and

WHEREAS, PROJECT's time of performance will begin August 1, 2019; 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 that generally governs SUBRECIPIENT’S relationship with COUNTY.

“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 19, 2018 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, 2019 (“Operating Start Date”) and shall terminate on July 31, 2020, 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 all entry point staff	4 (1 per quarter)
Twice monthly housing case conferences	24
Number of marketing/outreach contacts informing the community, providers, and clients about CES	14
Number of new affordable housing providers recruited to provide units for permanent housing placements	5
Number of standardized assessments conducted at CES entry points	700
Number of placements into Permanent Supportive Housing through the CES	48
Number of placements into housing using Rapid Re-Housing, VASH, or other voucher program through the CES	55
Percent of permanent housing placements that maintain housing for 6 months from move-in date	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**

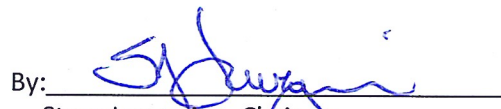
There are no third party beneficiaries to this Agreement.

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

By: 
Deputy Clerk

"COUNTY"
COUNTY OF SANTA BARBARA:

By: 
Steve Lavagnino, Chair
Chair, Board of Supervisors

APPROVED AS TO ACCOUNTING FORM:
BETSY SCHAFFER, CPA, CPFO
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

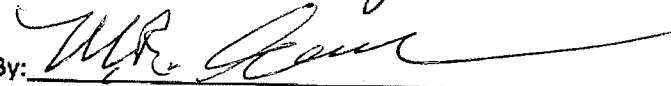
"SUBRECIPIENT"

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
Scope of Work

CONTINUUM OF CARE GRANT AGREEMENT

BETWEEN THE COUNTY OF SANTA BARBARA AND
UNITED WAY OF NORTHERN SANTA BARBARA COUNTY

Regional Coordinated Entry System Lead Agency

ATTACHMENT A SCOPE OF WORK

The U.S. Department of Housing and Urban Development (HUD), by provisions in the Continuum of Care (CoC) Program interim rule at 24 CFR 578.7(a)(8), requires that CoC's establish a regional Coordinated Entry System (CES). HUD's primary goals for coordinated entry processes are that assistance is allocated as effectively as possible and that the system be easily accessible no matter where or how people present. United Way of Northern Santa Barbara County is the lead for the CES for the Santa Maria/Santa Barbara County CoC and has been designated to perform all responsibilities assigned to the COORDINATING AGENCY.

Under this Scope of Work, the United Way of Northern Santa Barbara County agrees to perform all responsibilities assigned to the COORDINATING AGENCY as set forth below, in the MOU between the County of Santa Barbara and the COORDINATING AGENCY, and 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 a well-functioning CES. The COORDINATING AGENCY is responsible for the success of the CES including its day-to-day activities, oversight, evaluation, staffing, and management. There is one COORDINATING AGENCY for the entire CoC.

The COORDINATING AGENCY must provide a quarterly report to County HCD addressing progress made toward each goal outlined in this Scope of Work. Quarterly and aggregate data reported should include:

- Number of individuals and families housed through CES;
- Housing retention rate of at least 6 months, both quarterly and annual aggregate.
- Number and percent of clients achieving document readiness within 90 days of VI-SPDAT administration
- Number and nature of outreach meetings conducted, including:
 - o Target audience
 - o Location of meeting
 - o Advertising efforts
 - o Number of people in attendance
 - o Number of new entry points or expansion of existing entry points
 - o Number of new providers or a description of outreach efforts
 - o Number of provider trainings
- Provide proof of eligible 25% match for all CoC funds expended through this grant.

CONTINUUM OF CARE GRANT AGREEMENT

BETWEEN THE COUNTY OF SANTA BARBARA AND
UNITED WAY OF NORTHERN SANTA BARBARA COUNTY

Regional Coordinated Entry System Lead Agency

ATTACHMENT A

SCOPE OF WORK

Goal	United Way
Number of new entry points added to CES	4
Number of trainings for all entry point staff	4 (1 per quarter)
Twice monthly housing case conferences	24
Number of marketing/outreach contacts informing the community, providers, and clients about CES	14
Number of new affordable housing providers recruited to provide units for permanent housing placements	5
Number of standardized assessments conducted at CES entry points	700
Number of placements into Permanent Supportive Housing through the CES	48
Number of placements into housing using Rapid Re-Housing, VASH, or other voucher program through the CES	55
Percent of permanent housing placements that maintain housing for 6 months from move-in date	80%
Number of diversions to mainstream services or homeless prevention.	300

CES Management and Maintenance

- Develop and maintain a single CES priority list for each housing type consisting of both individuals and families.
 - o This includes working with County HCD as HMIS Lead Agency to integrate the individual and family lists no later than December 2019.
- Organize, publicize, and facilitate quarterly, and as needed, CES Committee meetings to discuss changes and additions to the CES policies and procedures.
- Regularly present committee-proposed CES policy changes to the CoC Board of Directors for approval.
 - o Integrate any approved changes into a publically accessible master CES Policies and Procedures manual.
 - o Ensure all participating agencies have the most up-to-date version of the manual.
- Maintain an adequate number of qualified staff to fulfill the all CES responsibilities outlined in this Scope of Work, the corresponding MOU, and any other grant agreements with the County related to CES.
- 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.
- Monitor and enforce Federal Veteran Benchmarks and ensure CES is working to meet those goals.
- Provide regular best-practices trainings and the most up-to-date Santa Maria/Santa Barbara County CoC CES policies and procedures to CES participating providers.

CONTINUUM OF CARE GRANT AGREEMENT

BETWEEN THE COUNTY OF SANTA BARBARA AND
UNITED WAY OF NORTHERN SANTA BARBARA COUNTY

Regional Coordinated Entry System Lead Agency

ATTACHMENT A

SCOPE OF WORK

- Work with providers and county staff to streamline processes and facilitate ease of use for providers and clients.
- Participate in annual evaluation process and implement recommended changes approved by the CoC Board.

Entry Points

- Enforce written CES policies and procedures among entry point providers. This include the provision of training for all new entry point staff.
- Provide training and communication on a regular basis to entry point staff on the CES assessment tool, process, policy updates, and strategies for engaging the hardest to serve.
- Regularly renew MOU's with entry point providers to revise staffing levels and CES protocols. MOU's should ensure consistent and complete entry of data into HMIS, arrangements for client transportation, and procedures to get clients document ready.
- Expand entry point geographic coverage by adding at least 4 new entry points to target currently underserved areas.

Affirmative Marketing

- Develop separate and distinct affirmative marketing plans/advertising strategies for informing each of the following CES consumers:
 - o The service provider network;
 - o Individuals or families experiencing homelessness; and
 - o The community-at-large.

Each plan should describe CES using language specific to each discrete population. The strategy should specifically address how it will reach those with the highest barriers or resistance to accessing assistance.

- Plan, advertise, and host 1 marketing outreach/educational event per quarter per population segment listed above, for an annual total of 12 CES educational events.
- 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.

Case Conferencing

- 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.

CONTINUUM OF CARE GRANT AGREEMENT

BETWEEN THE COUNTY OF SANTA BARBARA AND
UNITED WAY OF NORTHERN SANTA BARBARA COUNTY

Regional Coordinated Entry System Lead Agency

ATTACHMENT A SCOPE OF WORK

- 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 must be presented as part of the bi-monthly case conferencing meetings.

Placement and Post Placement

- Provide a report of number of people housed through CES at each case conference and in each quarterly report to County HCD.
- Work closely with providers and clients to ensure clients in priority group 1 are “document ready” within 90 days of VI-SPDAT administration.
 - o A goal of 75% of all clients receiving a VI-SPDAT evaluation and placed in priority group 1 should be document ready within 90 days.
 - o Clients who are on the list more than 90 days without achieving document readiness must be discussed as each case conference.
- 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 United Way of Northern Santa Barbara County staff may need to assist in the performance of some of these duties.
 - o Goal of 80% of persons housed through CES maintain housing for at least 6 months.
- 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.

Data Collection

- Track data to report on performance measures outlined in the MOU and this Scope of Work in the Homeless Management Information System or other automated system as necessary. Provide a quarterly data driven report to the County and CoC on the efficacy of CES activities to date, with recommendations for system improvement.
- 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.
- Develop and enforce the use of a tracking tool for veteran homelessness.