

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

“COUNTY”
COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

By: _____
Steve Lavagnino, Chair
Chair, Board of Supervisors

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

By: _____
George Chapjian
Community Services Director

By: _____
Deputy Auditor-Controller

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.

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.
- 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.
- 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.

EXHIBIT B

Project Application

Before Starting the Project Application

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

Things to Remember

- Additional training resources can be found on the HUD Exchange at https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources/ - Program policy questions and problems related to completing the application in e-snaps may be directed to HUD via the HUD Exchange Ask A Question.

- Project applicants are required to have a Data Universal Numbering System (DUNS) number and an active registration in the Central Contractor Registration (CCR)/System for Award Management (SAM) in order to apply for funding under the Fiscal Year (FY) 2018 Continuum of Care (CoC) Program Competition. For more information see FY 2018 CoC Program Competition NOFA.

- To ensure that applications are considered for funding, applicants should read all sections of the FY 2018 CoC Program NOFA and the FY 2017 General Section NOFA.

- Detailed instructions can be found on the left menu within e-snaps. They contain more comprehensive instructions and so should be used in tandem with onscreen text and the hide/show instructions found on each individual screen.

- Before starting the project application, all project applicants must complete or update (as applicable) the Project Applicant Profile in e-snaps.

- Carefully review each question in the Project Application. Questions from previous competitions may have been changed or removed, or new questions may have been added, and information previously submitted may or may not be relevant. Data from the FY 2017 Project Application will be imported into the FY 2018 Project Application; however, applicants will be required to review all fields for accuracy and to update information that may have been adjusted through the post award process or a grant agreement amendment. Data entered in the post award and amendment forms in e-snaps will not be imported into the project application.

- Expiring Shelter Plus Care projects requesting renewal funding for the first time under 24 CFR part 578, and rental assistance projects can only request the number of units and unit size as approved in the final HUD-approved Grant Inventory Worksheet (GIW).

- Expiring Supportive Housing Projects requesting renewal funding for the first time under 24 CFR part 578, transitional housing, permanent supportive housing with leasing, rapid re-housing, supportive services only, renewing safe havens, and HMIS can only request the Annual Renewal Amount (ARA) that appears on the CoC's HUD-approved GIW. If the ARA is reduced through the CoC's reallocation process, the final project funding request must reflect the reduced amount listed on the CoC's reallocation forms.

- HUD reserves the right to reduce or reject any renewal project that fails to adhere to 24 CFR part 578 and the application requirements set forth in the FY 2018 CoC Program Competition NOFA.

1A. SF-424 Application Type

- 1. Type of Submission:** Application
- 2. Type of Application:** Renewal Project Application

If "Revision", select appropriate letter(s):

If "Other", specify:

3. Date Received: 09/12/2018

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier: CA1700

This is the first 6 digits of the Grant Number, known as the PIN, that will also be indicated on Screen 3A Project Detail. This number must match the first 6 digits of the grant number on the HUD approved Grant Inventory Worksheet (GIW).

Check to confirm that the Federal Award Identifier has been updated to reflect the most recently awarded grant number

6. Date Received by State:

7. State Application Identifier:

1B. SF-424 Legal Applicant

8. Applicant

a. Legal Name: County of Santa Barbara

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

	c. Organizational DUNS:	131851003	PLUS 4	
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d. Address

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

Street 2:

City: Santa Barbara

County: Santa Barbara

State: California

Country: United States

Zip / Postal Code: 93101

e. Organizational Unit (optional)

Department Name: Community Services

Division Name: Housing and Community Development

f. Name and contact information of person to

be
contacted on matters involving this
application

Prefix: Mrs.

First Name: Dinah

Middle Name:

Last Name: Lockhart

Suffix:

Title: Deputy Director, Housing & Community Dev.

Organizational Affiliation: County of Santa Barbara

Telephone Number: (805) 568-3523

Extension:

Fax Number: (805) 560-1091

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

1C. SF-424 Application Details

9. Type of Applicant: B. County Government

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

11. Catalog of Federal Domestic Assistance CoC Program
Title:

CFDA Number: 14.267

12. Funding Opportunity Number: FR-6200-N-25
Title: Continuum of Care Homeless Assistance Competition

13. Competition Identification Number:
Title:

1D. SF-424 Congressional District(s)

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

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

16. Congressional District(s):

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

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

17. Proposed Project

a. Start Date: 08/01/2019

b. End Date: 07/30/2020

18. Estimated Funding (\$)

a. Federal:

b. Applicant:

c. State:

d. Local:

e. Other:

f. Program Income:

g. Total:

1E. SF-424 Compliance

19. Is the Application Subject to Review By State Executive Order 12372 Process?

b. Program is subject to E.O. 12372 but has not been selected by the State for review.

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

20. Is the Applicant delinquent on any Federal debt?

No

If "YES," provide an explanation:

1F. SF-424 Declaration

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

I AGREE:

21. Authorized Representative

Prefix: Mr.

First Name: George

Middle Name:

Last Name: Chapjian

Suffix:

Title: Community Services Director

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

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

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

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

Date Signed: 09/12/2018

1G. HUD 2880

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

Applicant/Recipient Information

1. Applicant/Recipient Name, Address, and Phone

Agency Legal Name: County of Santa Barbara

Prefix: Mr.

First Name: George

Middle Name:

Last Name: Chapjian

Suffix:

Title: Community Services Director

Organizational Affiliation: County of Santa Barbara

Telephone Number: (805) 568-2467

Extension:

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

City: Santa Barbara

County: Santa Barbara

State: California

Country: United States

Zip/Postal Code: 93101

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

3. HUD Program: Continuum of Care Program

4. Amount of HUD Assistance \$130,675.00

Requested/Received:

(Requested amounts will be automatically entered within applications)

5. State the name and location (street address, city and state) of the project or activity: Santa Barbara County Coordinated Entry 123 E. Anapamu St., 2nd Floor Santa Barbara California

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

Part I Threshold Determinations

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

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

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

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

Department/Local Agency Name and Address	Type of Assistance	Amount Requested / Provided	Expected Uses of the Funds
County of Santa Barbara, 123 E Anapamu St. Santa Barbara, CA 93101	County General Funds	\$192,000.00	Eligible staff activities for CoC Activities and HMIS

Part III Interested Parties

You must disclose:

1. All developers, contractors, or consultants involved in the application for the assistance or in the

planning, development, or implementation of the project or activity and

2. any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds \$50,000 or 10 percent of the assistance (whichever is lower).

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

Certification

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

I certify that this information is true and complete.

I AGREE:

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

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

Date Signed: 07/21/2018

1H. HUD 50070

HUD 50070 Certification for a Drug Free Workplace

Applicant Name: County of Santa Barbara

Program/Activity Receiving Federal Grant CoC Program
Funding:

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

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

Sites for Work Performance.

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

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

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

X

accurate.

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

Authorized Representative

Prefix: Mr.

First Name: George

Middle Name

Last Name: Chapjian

Suffix:

Title: Community Services Director

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

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

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

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

Date Signed: 09/12/2018

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

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

Statement for Loan Guarantees and Loan Insurance

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

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file

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

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

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

Applicant's Organization: County of Santa Barbara

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

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

Date Signed: 09/12/2018

1J. SF-LLL

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352.

Approved by OMB0348-0046

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

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

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

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

Legal Name: County of Santa Barbara **Street 1:**

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

City: Santa Barbara

County: Santa Barbara

State: California

Country: United States

Zip / Postal Code: 93101

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

I certify that this information is true and complete.

X

Authorized Representative

Prefix: Mr.

First Name: George

Middle Name:

Last Name: Chapjian

Suffix:

Title: Community Services Director

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

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

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

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

Date Signed: 09/12/2018

Information About Submission without Changes

After Part 1 is completed; including this screen, Recipient Performance screen, and Renewal Grant Consolidation screen, then Parts 2-6, are available for review as “Read-Only;” except for 3A, 7A and 7B which are mandatory for all projects to update. After project applicants finish reviewing all screens, they will be guided to a "Submissions without Changes" Screen. At this screen, if applicants decide no edits or updates are required to any screens other than the mandatory questions, they can submit without changes. However, if changes to the application are required, e-snaps allows applicants to open individual screens for editing, rather than the entire application. After project applicants select the screens they intend to edit via checkboxes, click "Save" and those screens will be available for edit. Importantly, once an applicant makes those selections and clicks "Save" the applicant cannot uncheck those boxes.

If the project is a first-time renewal or selects "Fully Consolidated" on the Renewal Grants Consolidation screen, the "Submit Without Changes" function is not available, and applicants must input data into the application for all required fields relevant to the component type.

Recipient Performance

1. Has the recipient successfully submitted No
the APR on time for the most recently expired grant
term related to this renewal project
request?

Explain why the APR for the most recently expired grant term related to this renewal project request has not been submitted.

This is a new grant set to begin on 2/1/2018 therefore no APR is yet available or due.

2. Does the recipient have any unresolved No
HUD Monitoring and/or OIG Audit findings
concerning any previous grant term related to
this renewal project request?

3. Has the recipient maintained consistent No
Quarterly Drawdowns for the most recent grant
term related to this renewal project
request?

Explain why the recipient has not maintained consistent Quarterly Drawdowns for the most recent grant term related to this renewal project request.

Grant begins 8/1/2018, regular draw downs are anticipated.

4. Have any Funds been recaptured by HUD No **for**
the most recently expired grant term related to
this renewal project request?

Renewal Grant Consolidation Screen

HUD encourages the consolidation of renewal grants. As part of the FY 2018 CoC Program project application process, project applicants can request their eligible renewal projects to be part of a Renewal Grant Consolidation. This process can consolidate up to 4 renewal grants into 1 consolidated grant. This means recipients no longer must wait for grant amendments to consolidate grants. All projects that are part of a renewal grant consolidation must expire in Calendar Year (CY) 2019, as confirmed on the FY 2018 Final GIW, must be to the same recipient, and must be for the same component and project type (i.e., PH-PSH, PH-RRH, Joint TH/PH- RRH, TH, SSO, SSO-CE or HMIS).

- 1. Is this project application requesting to be** **No**
part of a renewal grant consolidation in the FY 2018
CoC Program Competition?
If “No” click on “Next” or “Save & Next” below
to move to the next screen.

2A. Project Subrecipients

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

Total Expected Sub-Awards: \$124,775

Organization	Type	Type	Sub-Award Amount
United Way of Northern Santa Barbara County	M. Nonprofit with 501C3 IRS Status		\$124,775

2A. Project Subrecipients Detail

a. Organization Name: United Way of Northern Santa Barbara County

b. Organization Type: M. Nonprofit with 501C3 IRS Status

c. Employer or Tax Identification Number: 95-6006513

	* d. Organizational DUNS:	114434582	PLUS 4
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e. Physical Address

Street 1: 1660 S. Broadway Sute 201

Street 2:

City: Santa Maria

State: California

Zip Code: 93454

f. Congressional District(s): CA-024
(for multiple selections hold CTRL key)

g. Is the subrecipient a Faith-Based Organization? No

h. Has the subrecipient ever received a federal grant, either directly from a federal agency or through a State/local agency? Yes

i. Expected Sub-Award Amount: \$124,775

j. Contact Person

Prefix: Ms.

First Name: Emily

Middle Name:

Last Name: Allen

Suffix:

Title: Program Director

E-mail Address: emily@liveunitedsbc.org

Confirm E-mail Address: emily@liveunitedsbc.org

Phone Number: 805-403-5224

Extension:

Fax Number:

3A. Project Detail

1. Project Identification Number (PIN) of CA1700
expiring grant:

(e.g., the "Federal Award Identifier" indicated on form 1A. Application Type)

2a. CoC Number and Name: CA-603 - Santa Maria/Santa Barbara County
CoC

2b. CoC Collaborative Applicant Name: County of Santa Barbara

3. Project Name: Santa Barbara County Coordinated Entry

4. Project Status: Standard

5. Component Type: SSO

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

7. Will this renewal project be part of a new No
application for a Renewal Expansion Grant?

3B. Project Description

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

The SM/SB CoC is seeking to renew funding for a CES that is consistent with HUD requirements. Due to the geographic size and distribution of homeless sub-populations, the CES is de-centralized across three geographical regions of the County. The system uses the United Way of Northern Santa Barbara County (United Way) staff and AmeriCorps Members as well as existing staff at multiple entry points in each region to leverage CoC funds to provide in-kind services and logistical support to the CES. Entry points include: street outreach teams, emergency shelters, warming centers, health and behavioral health care providers, jails, info-lines/2-1-1, veterans providers, and drop-in centers. A key goal of the local CES is to ensure that those with this highest barriers to services, many with severe needs, go to an entry-point or are engaged by an outreach worker, assessed using a standardized assessment tool and intake, and entered into the system of care to facilitate rapid placement into permanent housing. The CES serves all persons experiencing homelessness in the county, including all sub-populations in Question 3 below, addressing CES participant needs through easy access at as many access points across the county as possible. The CES also diverts those who may be able to self-resolve their homeless situation to appropriate services (e.g., RRH) and expedite access to emergency and supportive services and mainstream resources, as appropriate.

This application is requesting funding for the CES Lead Agency (LA) to carry out the day-to-day activities, oversight, evaluation and management of the CES in each of the three regions as a sub-recipient of the Santa Barbara County Community Services Department (CSD). The County and CoC selected a single LA, United Way, by conducting a fair and open procurement process leading to a contract with CSD.

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

2. Does your project have a specific population focus? No

3. Housing First

3a. Does the project quickly move Yes
 participants into permanent housing

3b. Does the project ensure that participants are not screened out based on the
 following items? Select all that apply.

Having too little or little income	<input checked="" type="checkbox"/>
Active or history of substance use	<input checked="" type="checkbox"/>
Having a criminal record with exceptions for state-mandated restrictions	<input checked="" type="checkbox"/>
History of victimization (e.g. domestic violence, sexual assault, childhood abuse)	<input checked="" type="checkbox"/>
None of the above	<input type="checkbox"/>

3c. Does the project ensure that participants are not terminated from the program for
 the following reasons? Select all that apply.

Failure to participate in supportive services	<input checked="" type="checkbox"/>
Failure to make progress on a service plan	<input checked="" type="checkbox"/>
Loss of income or failure to improve income	<input checked="" type="checkbox"/>
Any other activity not covered in a lease agreement typically found for unassisted persons in the project's geographic area	<input checked="" type="checkbox"/>
None of the above	<input type="checkbox"/>

3d. Does the project follow a "Housing First" Yes
 approach?

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

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

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

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

Information about the CES is shared- information in both English and Spanish is shared
 widely, both electronically (on CoC and individual provider websites) and via flyers

with the CoC homeless and housing service providers and other partners, including behavioral and public health providers, medical providers,

outreach teams, veterans centers, and the faith community countywide. Mobile outreach teams, warming centers, drop-in centers and shelters will distribute fliers and palm cards and personally direct clients to entry points (which may be on-site). The County's 211-Infoline has been participating in CES planning and assists in making appropriate referrals to CES entry points.

Those with the highest barriers to accessing assistance is the focus of CES planning in all three county sub-regions. The broadened CoC participation that the CES planning process has facilitated has lead to the identification of multiple locations frequented by the street homeless populations as CES-entry points to be staffed by street outreach teams with mobile, standardized assessment capabilities. CES planning has also identified health and behavioral health care clinic locations, which serve consumers with multiple and often severe needs, as referral locations. These providers have demonstrated willingness to provide space and logistical support for street outreach teams.

Key to serving this population is focused, post-assessment follow-up to keep consumers engaged, available and ready for permanent housing and other appropriate service referrals. Outreach teams have Spanish-speaking staff and use culturally appropriate, trauma-informed engagement strategies designed to reach those with the highest barriers to accessing assistance.

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

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

The CES uses scores generated by the standardized assessment (e.g., the VI- SPDAT and Family VI-SPDAT) as well as chronic homelessness and disabling conditions to prioritize clients for PSH or RRH based on need. The CES Lead Agency convenes a bi-weekly housing conferences with service and housing providers to review and place top scoring clients in appropriate units as vacancies arise. This is a transparent process which incorporates client choice and Housing First principles, and keeps in mind household size and characteristics, including accessibility; services; employment and supportive social networks; transportation and health care needs; and other factors when determining housing suitability. The CES process is willing to locate alternative placements should initial placements provide unsuitable. The CES assessment/referral process also expedites access to emergency and supportive services and mainstream resources as appropriate to ensure that clients are safe and well, and ready to access appropriate housing at the first availability. This includes referrals to survivors of domestic violence, human trafficking and sexual assault.

Some of the consumers encountered at CES entry-points are not experiencing homelessness or score very low on the standardized assessment tool suggesting with navigation of mainstream resources there is potential for the household to self-resolve. CES entry-point staff is trained on the appropriate, nearest provider that can assist such clients, including providers of non CoC and ESG funded rapid rehousing and homeless prevention services, legal services, public assistance, employment assistance, Social Security, veteran services, transportation assistance and health and behavioral health care. CES provides resource guides as well as working with 2-1-1 for resource navigation.

4f. If the coordinated entry process includes differences in the access, entry, assessment, Yes

or referral for certain populations, are those differences limited only to the following four groups:
Individuals, Families, DV, and Youth?

6A. Funding Request

1. Do any of the properties in this project No
 have an active restrictive covenant?

2. Was the original project awarded as either No
 a Samaritan Bonus or Permanent Housing
 Bonus project?

3. Does this project propose to allocate funds Yes
 according to an indirect cost rate?

Indirect cost rate proposals should be submitted as soon as the applicant is notified of a conditional award. Conditional award recipients will be asked to submit the proposal rate during the e-snaps post-award process.

Applicants with an approved indirect cost rate must submit a copy of the approval with this application.

a. Please complete the indirect cost rate schedule below:

Administering Department/Agency	Indirect Cost Rate	Direct Cost Base
County of Santa Barbara	96%	880229

b. Has this rate been approved by your Yes
 cognizant agency?

c. Do you plan to use the 10% de minimis No
 rate?

4. Renewal Grant Term: 1 Year

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

Leased Structures	<input type="checkbox"/>
Supportive Services	<input checked="" type="checkbox"/>
HMIS	<input type="checkbox"/>

6D. Sources of Match

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

Summary for Match

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

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

Match	Type	Source	Contributor	Date of Commitment	Value of Commitments
Yes	Cash	Government	Emergency Solutio...	07/30/2018	\$32,669

Sources of Match Detail

1. Will this commitment be used towards Match? Yes

2. Type of Commitment: Cash

3. Type of Source: Government

4. Name the Source of the Commitment: (Be as specific as possible and include the office or grant program as applicable) Emergency Solutions Grant

5. Date of Written Commitment: 07/30/2018

6. Value of Written Commitment: \$32,669

6E. Summary Budget

The following information summarizes the funding request for the total term of the project. Budget amounts from the Leased Units, Rental Assistance, and Match screens have been automatically imported and cannot be edited. However, applicants must confirm and correct, if necessary, the total budget amounts for Leased Structures, Supportive Services, Operating, HMIS, and Admin. Budget amounts must reflect the most accurate project information according to the most recent project grant agreement or project grant agreement amendment, the CoC’s final HUD-approved FY 2017 GIW or the project budget as reduced due to CoC reallocation. Please note that, new for FY 2017, there are no detailed budget screens for Leased Structures, Supportive Services, Operating, or HMIS costs. HUD expects the original details of past approved budgets for these costs to be the basis for future expenses. However, any reasonable and eligible costs within each CoC cost category can be expended and will be verified during a HUD monitoring.

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

7A. Attachment(s)

Document Type	Required?	Document Description	Date Attached
1) Subrecipient Nonprofit Documentation	No	NSBC United Way 5...	08/13/2018
2) Other Attachmenbt	No	FY 18 CES Match L...	08/02/2018
3) Other Attachment	No		

Attachment Details

Document Description: NSBC United Way 501c3

Attachment Details

Document Description: FY 18 CES Match Letter

Attachment Details

Document Description:

7B. Certification

A. For all projects:

Fair Housing and Equal Opportunity

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

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

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

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

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

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

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

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

If persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for assistance are unlikely to be reached, it will establish additional procedures to ensure that interested persons can obtain information concerning the assistance. It will comply with the reasonable modification and accommodation requirements and, as appropriate, the accessibility requirements of the Fair Housing Act and section 504 of the Rehabilitation Act of 1973, as amended.

Additional for Rental Assistance Projects:

If applicant has established a preference for targeted populations of disabled persons pursuant to 24 CFR 578.33(d) or 24 CFR 582.330(a), it will comply with this section's nondiscrimination requirements within the designated population.

B. For non-Rental Assistance Projects Only. 20-Year Operation Rule.

Applicants receiving assistance for acquisition, rehabilitation or new construction: The project will be operated for no less than 20 years from the date of initial occupancy or the date of initial service provision for the purpose specified in the application.

15-Year Operation Rule – 24 CFR part 578 only.

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

1-Year Operation Rule.

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

C. Explanation.

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

Name of Authorized Certifying Official George Chapjian
Date: 09/12/2018
Title: Community Services Director
Applicant Organization: County of Santa Barbara

PHA Number (For PHA Applicants Only):

I certify that I have been duly authorized by the applicant to submit this Applicant Certification and to ensure compliance. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties . (U.S. Code, Title 218, Section 1001).

X

Submission Without Changes

- 1. Are the requested renewal funds reduced** No
 from the previous award as a result of
 reallocation?
- 2. Do you wish to submit this application** Make changes
without making changes? Please refer to the
guidelines below to inform you of the
 requirements.

**3. Specify which screens require changes by clicking the checkbox next to the name
 and then clicking the Save button.**

Part 2 - Subrecipient Information	
2A. Subrecipients	<input checked="" type="checkbox"/>
Part 3 - Project Information	
3A. Project Detail	<input checked="" type="checkbox"/>
3B. Description	<input checked="" type="checkbox"/>
Part 4 - Housing Services and HMIS	
Part 5 - Participants and Outreach Information	
Part 6 - Budget Information	
6A. Funding Request	<input checked="" type="checkbox"/>
6D. Match	<input checked="" type="checkbox"/>
6E. Summary Budget	<input checked="" type="checkbox"/>
Part 7 - Attachment(s) & Certification	
7A. Attachment(s)	<input checked="" type="checkbox"/>
7B. Certification	<input checked="" type="checkbox"/>

The applicant has selected "Make Changes" to Question 2 above. Please provide a brief description of the changes that will be made to the project information screens (bullets are appropriate):

Santa Barbara County has selected Northern Santa Barbara County United way as the subrecipient through RFP to be the lead agency for CES. The applications ahs been updated to include the current process and information

implemented in January 2018 with the CES Policies and Procedures.

The applicant has selected "Make Changes". Once this screen is saved, the applicant will be prohibited from "unchecking" any box that has been checked regardless of whether a change to data on the corresponding screen will be made.

8B Submission Summary

Page	Last Updated
1A. SF-424 Application Type	07/21/2018
1B. SF-424 Legal Applicant	No Input Required
1C. SF-424 Application Details	No Input Required
1D. SF-424 Congressional District(s)	07/21/2018
1E. SF-424 Compliance	07/21/2018
1F. SF-424 Declaration	07/21/2018
1G. HUD-2880	07/21/2018
1H. HUD-50070	07/21/2018
1I. Cert. Lobbying	07/21/2018

Renewal Project Application FY2018	Page 40	07/15/2019
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1J. SF-LLL	07/21/2018
Recipient Performance	07/21/2018
Renewal Grant Consolidation	07/21/2018
2A. Subrecipients	08/07/2018
3A. Project Detail	07/21/2018
3B. Description	07/30/2018
6A. Funding Request	08/13/2018
6D. Match	08/07/2018
6E. Summary Budget	No Input Required
7A. Attachment(s)	08/13/2018
7B. Certification	08/07/2018
Submission Without Changes	08/07/2018

EXHIBIT C
Project Budget



2018 Continuum of Care Grant Program

Project Budget - Revenues

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

2017 CoC Grant # CA1700L9D031700 Budget Term: **8/1/2019 - 7/31/2020**

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

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

Please specify the source of "Other Federal Funds".

Revenue

Source	Total Program Budget	CoC Funds	25% Match	Other
2017 CoC Funds (This grant)*	\$ 124,775	\$ 124,775		
CDBG - Cities	\$ -			
CDBG - County	\$ -			
CoC Program	\$ -			
ESG - County	\$ 38,951			\$ 38,951
HOME - Cities	\$ -			
HOME - County	\$ -			
<i>Other Federal Funds (specify program below)</i>				
FEMA	\$ -			
CACFP	\$ -			
<i>Other State Funds (specify program below)</i>				
Calworks/EOPS				
County General Fund	\$ 90,000		\$ 32,669	\$ 57,331
County Human Services Funds	\$ -			
Other Local Funds	\$ 216,000			\$ 216,000
Private Trusts and Foundation Funds	\$ 100,000			\$ 100,000
Fundraising Events	\$ 100,000			\$ 100,000
Donations	\$ 25,000			\$ 25,000
Client Fees				
<i>Other (specify source below)</i>				
AmeriCorps Patners	\$ 81,950			\$ 81,950
United Way Campaign	\$ 13,555			\$ 13,555
Total Revenue	\$ 790,231	\$ 124,775	\$ 32,669	\$ 632,787
	\$ 5,900			\$ 790,231



2018 Continuum of Care Grant Program

Project Title: Coordinated Entry System
 Applicant Name: United Way

Project Budget - Expenses

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

* See Guidance on eligible Administrative expenses.

Total should be \$32,669

EXHIBIT D

Expenditure Summary and Payment Request (ESPR)

EXPENDITURE SUMMARY AND PAYMENT REQUEST (ESPR)

2018 Continuum of Care Program

County of Santa Barbara Community Services Department

Agency Name: United Way of Northern Santa Barbara County DUNS #: 114434582
 Project Name: Coordinated Entry
 Address: 1660 S. Broadway Suite 201, Santa Maria, CA 93454
 Contact Person: Emily Allen Title: Program Director
 Email Address: emily@liveunitedsbc.org Phone #: 805-403-5224

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

Submit completed ESPR and required documentation to:

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

PO/Contract #: _____
 HCD Project #: _____

Grant Budget and Expenditures

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

Check this box if this is the final payment.

Certification

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

Manager / Fiscal Officer

Administrator / Executive Director

Name _____ Title _____
 Signature _____ Date _____

Name _____ Title _____
 Signature _____ Date _____

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

INDEMNIFICATION

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

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

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

INSURANCE

SUBRECIPIENT shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by SUBRECIPIENT, his agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if SUBRECIPIENT has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to SUBRECIPIENT'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of SUBRECIPIENT including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to SUBRECIPIENT's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, SUBRECIPIENT's insurance coverage shall be primary insurance as respects COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, officials, employees, agents or volunteers shall be excess of SUBRECIPIENT's insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to COUNTY.
4. **Waiver of Subrogation Rights** – SUBRECIPIENT hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said SUBRECIPIENT may acquire against COUNTY by virtue of the payment

of any loss under such insurance. SUBRECIPIENT agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not COUNTY has received a waiver of subrogation endorsement from the insurer.

5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by COUNTY. COUNTY may require SUBRECIPIENT to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – SUBRECIPIENT shall furnish COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive SUBRECIPIENT's obligation to provide them. SUBRECIPIENT shall furnish evidence of renewal of coverage throughout the term of the Agreement. COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – SUBRECIPIENT shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and SUBRECIPIENT shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, SUBRECIPIENT must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. SUBRECIPIENT agrees to execute any such amendment within thirty (30) days of receipt.

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

EXHIBIT F

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

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

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

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

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

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

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

Subrecipient: United Way of Northern Santa Barbara County

Grant Number: CA1700L9D031700

Authorized Representative: Eddie Taylor, Chief Executive Officer

Signature

Date

EXHIBIT G

Certification Regarding Lobbying

Certification for Contracts, Grants, Loans and Cooperative Agreements

SUBRECIPIENT is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments (31 U.S.C., § 1352), and HUD's 24 CFR Part 87, all as may be amended, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment or modification of said documents.

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

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

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

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

EXHIBIT G (CONTINUED)

Subrecipient: United Way of Northern Santa Barbara County

Grant Number: CA1700L9D031700

Authorized Representative: Eddie Taylor, Chief Executive Officer

Signature

Date

EXHIBIT H

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

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

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

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

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

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

Subrecipient: United Way of Northern Santa Barbara County

Grant Number: CA1700L9D031700

Authorized Representative: Eddie Taylor, Chief Executive Officer

Signature

Date

EXHIBIT I

Federal Award Identification Information

i. Subrecipient Name (which must match the registered name in DUNS)		United Way of Northern Santa Barbara County
ii. Subrecipient DUNS number		114434582
iii. Federal Award Identification Number (FAIN)		CA1700L9D0341700
iv. Federal Award Date		February 6, 2018
v. Period of Performance	Start Date	8/1/2019
	End Date	7/31/2020
vi. Amount of Federal Funds Obligated by this action		\$124,775
vii. Total Amt of Federal Funds Obligated to subrecipient		\$124,775
viii. Total Amount of the Federal Award		\$130,675
ix. Federal award project description		Continuum of Care Program funds for the operation and oversight of the County of Santa Barbara Coordinated Entry System
x. Name of Federal awarding agency,		U.S. Department of Housing and Urban Development
Pass through entity,		County of Santa Barbara
And contact information for awarding official		
xi. CFDA	Number	14.267
	Name	Continuum of Care Program
xii. Is the award research and development?		No
xiii. Indirect cost rate for the Federal award (including if the de minimus rate is charged per §200.414 Indirect (F&A) costs.		N/A