

Attachment B

United Way Sub recipient Agreement 1st Amendment

SUBRECIPIENT AGREEMENT
between
COUNTY OF SANTA BARBARA
and
UNITED WAY OF SANTA BARBARA COUNTY
for
**CONSOLIDATED APPROPRIATIONS ACT OF 2021 EMERGENCY RENT ASSISTANCE
PROGRAM**

FIRST AMENDMENT

This First Amendment to the Subrecipient Agreement, dated April 20, 2021, (“Agreement”) is made between the **United Way of Santa Barbara County**, a California nonprofit organization, whose address is 320 E. Gutierrez Street, Santa Barbara, CA 93101, (hereafter “Subrecipient”) and the **County of Santa Barbara**, a political subdivision of the State of California, (hereinafter “County”).

WHEREAS, pursuant to Agreement Section I.E, the County and Subrecipient desire to make certain amendments to the Agreement as detailed herein; and

WHEREAS, the actual amount of the COUNTY Grant made available by the U.S. Department of Treasury to the County of Santa Barbara was \$98,686 less than the estimated allocation at the time that the Agreement was approved; and

WHEREAS, Agreement Section II provides that Services under the Agreement shall end of December 30, 2021 unless such time is extended by Written Agreement pursuant to Section I.E; and

WHEREAS, on March 26, 2021 the U.S. Department of Treasury provided written guidance regarding the requirements of the Emergency Rental Assistance (ERA) program established by Section 501 of Division N of the Consolidated Appropriations Act of 2021, which extended the expiration of funding availability from December 30, 2021 to September 30, 2022.

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

Definitions. Capitalized terms used in this First Amendment, to the extent not otherwise defined herein shall have the same meanings as in the Agreement.

Amendments. The Parties agree to the following amendments:

1. The Amount of the Agreement is reduced from Thirteen Million Three Hundred and Seventy Three Thousand Eight Hundred and Seventy Six Dollars (\$13,373,876) to Thirteen Million Two Hundred and Seventy Five Thousand One Hundred and Ninety Dollars (\$13,275,190).
2. Agreement Section II is revised in its entirety and replaced with the following

TERM

A. Time of Performance

Services under this Agreement shall begin on February 10, 2021 and end on September 30, 2022, unless such time is extended by written Amendment pursuant to Section I.E. or unless terminated earlier or there are no Appropriations Act Funds available for any reason.

All work to be performed hereunder and set out in the Scope of Services shall be completed, and all eligible expenses as authorized in Exhibit B Budget have been incurred, by the expiration date. However, SUBRECIPIENT's obligations to complete the Scope of Services shall survive the expiration of the term of this Agreement.

3. Exhibit A of the Agreement, Scope of Services, is replaced in its entirety by the Exhibit A attached to this Amendment and incorporated herein by this reference.
4. Exhibit B, Budget of the Agreement, is replaced in its entirety by the Exhibit B attached to this Amendment and incorporated herein by this reference.
5. Exhibit C of the Agreement, Expenditure Summary Reimbursement Report, is replaced in its entirety by the Exhibit C attached to this Amendment and incorporated herein by this reference.

Ratifications. The terms and provisions set forth in this First Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Agreement. The terms and provisions of the Agreement, except as expressly modified and superseded by this First Amendment, are ratified and confirmed and shall continue in full force and effect, and shall continue to be legal, valid, binding and enforceable obligations of the parties.

Counterparts. Pursuant to Section XIII of the Agreement this First Amendment may be executed in counterparts, all of which taken together shall constitute a single agreement between the Parties.

(Signatures on following pages.)

First Amendment to Subrecipient Agreement between the **County of Santa Barbara** and **United Way of Santa Barbara**.

IN WITNESS WHEREOF, the parties have executed this First Amendment to be effective on April 20, 2021.

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

COUNTY OF SANTA BARBARA:

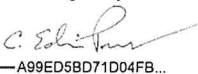
By: _____
Deputy Clerk

By: _____
Bob Nelson
Chair, Board of Supervisors

Date: _____

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

COUNTY OF SANTA BARBARA, COMMUNITY SERVICES DEPARTMENT:
GEORGE CHAPJIAN, DIRECTOR


DocuSigned by:

A99ED5BD71D04FB...
By: _____
Deputy Auditor- Controller

DocuSigned by:

516A633ACF984E9...
By: _____
Department Head

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

SUBRECIPIENT: UNITED WAY OF SANTA BARBARA COUNTY

DocuSigned by:

D0A627A89DD64A5...
By: _____
Deputy County Counsel

By: _____
Steve Ortiz, President & CEO

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

DocuSigned by:

D3DB8526E16F47F...
By: _____
Risk Manager

First Amendment to Subrecipient Agreement between the County of Santa Barbara and United Way of Santa Barbara.

IN WITNESS WHEREOF, the parties have executed this First Amendment to be effective on April 20, 2021.

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

By: _____
Bob Nelson
Chair, Board of Supervisors

Date: _____

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

COUNTY OF SANTA BARBARA, COMMUNITY SERVICES DEPARTMENT:
GEORGE CHAPJIAN, DIRECTOR


By: _____
Deputy Auditor- Controller

By: _____
Department Head

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

SUBRECIPIENT: UNITED WAY OF SANTA BARBARA COUNTY

By: _____
Deputy County Counsel

By:  _____
Steve Ortiz, President & CEO

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

By: _____
Risk Manager

First Amendment to Subrecipient Agreement between the County of Santa Barbara and United Way of Santa Barbara.

IN WITNESS WHEREOF, the parties have executed this First Amendment to be effective on April 20, 2021.

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

By: _____
Bob Nelson
Chair, Board of Supervisors

Date: _____

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

COUNTY OF SANTA BARBARA, COMMUNITY SERVICES DEPARTMENT:
GEORGE CHAPJIAN, DIRECTOR


By: _____
Deputy Auditor- Controller

By: _____
Department Head

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

SUBRECIPIENT: UNITED WAY OF SANTA BARBARA COUNTY

By: _____
Deputy County Counsel

By:  _____
Steve Ortiz, President & CEO

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

By: _____
Risk Manager

EXHIBIT A

SCOPE OF SERVICES

SUBRECIPIENT: United Way of Santa Barbara County
PROGRAM NAME: Appropriations Act Emergency Grant Payment Program
AGREEMENT AMOUNT: \$13,275,190

INTRODUCTION

This Scope of Services is attached to and incorporated into the Subrecipient Agreement (AGREEMENT) between the County of Santa Barbara (COUNTY) and United Way of Santa Barbara County (SUBRECIPIENT). The purpose of this Scope of Services is to further describe the program requirements referenced in the Agreement.

1. FEDERAL REGULATORY INFORMATION

A. National Objective: *Benefit to low- and moderate- income (LMI) persons*

Proposed Number of beneficiaries: 1720 households with 3-months rent and utility assistance (duplicated)

B. Beneficiaries. Beneficiaries who will benefit from the project are to be counted by the total number of HOUSEHOLDS (all members of a household are counted as one household).

C. The Project will be carried out under (check one):

24 CFR 570.208(a)(1) Area Benefit
List the neighborhoods and census tracts of the service areas in which the activities will be carried out:
Neighborhoods:
Census Tracts:

OR

Limited Clientele
Select which method of income verification that must be used:
 Self-Certification. Provide justification for using self-certification.
The Appropriations Act Emergency Rent Assistance Program assists those with

OR

Verification of income per 24 CFR Part 5.609 (referred to as "Part 5")
Regulation:

OR

Presumed Benefit: Elderly Persons per 24 CFR Part 570.208 (a) (2) (A). No income qualification of clients is required; provided, however, that the organization provides documentation confirming that the program being funded exclusively serves persons who meet the presumed benefit definition.

2. ACTIVITY DESCRIPTION/PERFORMANCE GOALS

A. Scope of Work to be performed

SUBRECIPIENT will administer an Emergency Rent Assistance program (Program) as authorized by the Appropriations Act. The Program will provide a rent subsidy for qualifying households currently living in rental units who cannot pay rent because of a loss or reduction of income due to COVID-19. This assistance may cover arrears dating back to March 13, 2020, and thereafter up to 3-months of current or prospective rent. Qualifying households are eligible to thereafter re-apply for an additional 3-months of rent assistance, up to a total of 15-months. Payments will be made directly to the owners or managers of the rental units on behalf of the tenants.

Qualifying households are also eligible to apply for utility payment assistance, for arrears dating back to March 13, 2020 and up to 3-months of current or prospective utility payments, for a total of 15-months.

The Emergency Rent Assistance Program is intended to prevent homelessness by providing rent assistance to residents who experienced a loss of income due to coronavirus, also known as COVID-19. Program applicants at or below 50% AMI will be prioritized for assistance and offered additional housing counseling services. Qualifying residents will be those who already reside in permanent housing; it is not intended to be assistance for move-ins, including payment of security deposits, or assistance for residents who wish to move from one unit to another.

For determining annual income, SUBRECIPIENT should obtain at the time of application source documents evidencing annual income (e.g., wage statement, interest statement, unemployment compensation statement). For determining monthly income, SUBRECIPIENT must obtain income source documentation, as listed above, for at least the two months prior to the submission of the application for assistance. If an applicant qualifies based on monthly income, the SUBRECIPIENT must redetermine the household income eligibility every three months for the duration of assistance, up to a maximum of 15-months. To the extent administratively feasible, SUBRECIPIENT must require applicants to document that they have (i) qualified for unemployment benefits or (ii) experienced a reduction in income, incurred significant costs, or experienced other financial hardship due directly or indirectly to COVID-19 that threaten the household's ability to pay the costs of the rental property when due. SUBRECIPIENT must also require applicants to demonstrate a risk of experiencing homelessness or housing instability, which may include past due rent and utility notices and eviction notices, if any, as part of the application process.

Rental Assistance Funds will be allocated in buckets per the five County Supervisorial Districts. Within each Supervisorial bucket, the SUBRECIPIENT will serve qualified program beneficiaries on a first-come, first served basis and applicants will be placed in the queue when their applications are deemed "complete" by the SUBRECIPIENT, i.e. when all required supporting documentation is received, such as income information, proof of job loss or reduced hours, etc.

The order of applications accepted and processed may not necessarily reflect the order of when applicants first contacted the SUBRECIPIENT or date that the application was first submitted. In addition, the SUBRECIPIENT may find, upon further examination of supporting documentation, that some applicants won't meet the income or other eligibility criteria and will deny applications when warranted. In order to prioritize eligible households at or below 50% AMI, SUBRECIPIENT will process checks to this population prior to other qualifying households in its bi-weekly check cutting cycle. Applicant households at or below 50% AMI may also be referred to SUBRECIPIENT's subcontractor for eviction prevention housing counseling services. Upon exhaustion of some or all Supervisorial District funding buckets, the County may reallocate funds to other District buckets based upon demand.

i. Eligible geographic areas

Eligible areas	Income limits
County-wide	80% AMI

ii. Eligible income limits

FY 2020 Income Limit Category	Total number of persons in household related and unrelated							
	1	2	3	4	5	6	7	8
80% Area Median Income	66,750	76,250	85,800	95,300	102,950	110,550	118,200	125,800
50% Area Median Income	41,650	47,600	53,550	59,500	64,300	69,050	73,800	78,550

iii. Summary of SUBRECIPIENT Program administration

- Confirm eligibility
 1. Jurisdiction (Santa Barbara County)
 2. Income
 3. Loss of income due to COVID-19
- Eligible for Unemployment, or, Proof of loss of income and connection to COVID-19:
 - Employer letter, if available
 - Employer/Business name and address
 - Duties
 - Date of furlough/layoff/termination
 - Reason for furlough/layoff/termination
 - Applicant signs declaration under penalty of perjury and repayment of funds (form to be provided by HCD or may be incorporated into application if application is/will be signed, or electronically signed, by applicant).
- Certification of household income.
 - Documentation of household income shall conform to 4 CFR Part 5.609 except that under limited circumstances, a grantee may rely on a written attestation from the applicant without further documentation of household income. Such limited circumstances may reasonably include: to accommodate disabilities, extenuating circumstances related to the pandemic, or a lack of technological access.

- Document amount of rent
 - Copy of current lease, if available
 - Landlord confirmation if current lease is not available
- Document amount of utilities
 - Copy of current/past bill
- Duplication of Benefits Check
 - Check HMIS
 - Applicants can reapply for additional 3-months assistance
 - Comply with Non-Binding Memorandum of Understanding between COUNTY and State of California Department of Housing and Community Development, a copy of which is appended to this Exhibit A Scope of Services.
- Pay landlords rent arrears, current rent, and/or up to 3-months of prospective rent
 - Ask tenant how much they need
 - Must pay back rent arrears before current or future rent
 - Landlord signs declaration that funds will be used for rent due (not be used for utilities, late fees, damages, etc.). Landlord declaration to be provided by HCD.
- Pay utility companies arrears, current, and/or up to 3-months of prospective utility payments up to 15-months.

B. Goals and Community Impact

SUBRECIPIENT expects to serve approximately 1720 households, depending on the amount of assistance each household needs, to prevent evictions.

3. REPORTING

Data collection must be completed demonstrating income eligibility and achievements met towards meeting the objectives described in Section 2 Activity Description. The disbursement of funds is contingent upon the receipt of the required information.

Reports are due monthly by the 15th day of the month. Reports must include the following:

- a. Number of beneficiaries served during the reporting period
- b. Total number of applications received (awarded and denied) during the reporting period
- c. Demographic information for each household member (HCD will provide form)
- d. Documentation of household income level
- e. Numeric accounting of progress toward goals, including without limitation:
 - i. Average rental assistance amount provided per household; and
 - ii. Number of unduplicated households assisted
- f. Brief narrative report on activities contained in Section 2

At a minimum, in order to ensure COUNTY is able to fulfil its reporting requirements under section 501(g) of Division N of the Act, SUBRECIPIENT will collect beneficiary income and demographic information, which will include the following information:

- Address of rental unit assisted,
- Name, address, social security number, tax identification number or DUNS number, as applicable, for landlord and utility provider,

- Amount and percentage of monthly rent covered by ERA assistance,
- Amount and percentage of separately stated utility and home energy costs covered by ERA assistance;
- Total amount of each type of assistance provided to each household (i.e., rent, rental arrears, utilities and home energy costs, utilities and home energy costs arrears, and other expenses related to housing incurred due directly or indirectly to the COVID-19 outbreak);
- Amount of outstanding rental arrears for each household,
- Number of months of rental payments and number of months of utility or home energy cost payments for which ERA assistance is provided,
- Household income and number of individuals in the household,
- Gender, race, and ethnicity for the primary applicant for assistance, and
- Number of applications received in order to be able to report to Treasury the acceptance rate of applicants for assistance.

4. RECORD-KEEPING AND MONITORING

The SUBRECIPIENT shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of at least five (5) years after expiration of this Agreement. Files shall be made available to the County, the State of California, the Office of Inspector General, the General Accounting Office, or any other federal regulatory agency, upon request for monitoring purposes.

5. Data Privacy and Security Requirements

In accordance with the requirement in section 501(g)(4) of Division N of the 2021 Appropriations Act to establish data privacy and security requirements for information collected, SUBRECIPIENT understands that information and data collected from individuals and households in connection with this AGREEMENT is private and confidential, including but not limited to any information collected from individuals who are survivors of intimate partner violence, sexual assault, or stalking (“Protected Information”). SUBRECIPIENT shall only collect Protected Information as necessary in order to perform this AGREEMENT and to submit reports as required herein and in the Non-Binding Memorandum of Understanding appended hereto. SUBRECIPIENT shall comply with all privacy and confidentiality laws applicable to the Protected Information, including applicable federal, state and local laws.

SUBRECIPIENT shall implement appropriate safeguards, including, but not limited to, administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information. SUBRECIPIENT’s obligations include, but are not limited to, implementing and abiding by the procedures set forth in SUBRECIPIENT’s Confidential Information and Nondisclosure policy attached to this Exhibit A Scope of Work. COUNTY, through the Community Services Director or designee, reserves the right to require additional data privacy and security measures in order to protect the privacy of individuals and households, whether such additional measures are required by Federal or State Law, in connection with further regulatory, statutory or programmatic guidance released in or as otherwise determined to be necessary by COUNTY in its sole discretion. SUBRECIPIENT shall notify COUNTY within twenty-four (24) hours of any suspected or actual breach of security, or any access, use or disclosure of Protected Information not permitted by the AGREEMENT or unauthorized use or disclosure of Protected Information of which SUBRECIPIENT becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. SUBRECIPIENT shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

SUBRECIPIENT shall ensure that any agents and subcontractors under this AGREEMENT agree in writing to the same restrictions and conditions that apply to SUBRECIPIENT with respect to such Protected Information and implement the safeguards required by this AGREEMENT. SUBRECIPIENT's agents and subcontractors may implement alternative administrative, physical or technical safeguards only with the prior written approval from the County Community Services Director.

EXHIBIT B

BUDGET AND PAYMENT PROCEDURES

SUBRECIPIENT: United Way of Santa Barbara County

PROGRAM NAME: Appropriations Act Emergency Grant Payment Program

AGREEMENT AMOUNT: \$13,275,190

INTRODUCTION

This Budget and Payment Procedures exhibit is attached to and incorporated into the Subrecipient Agreement between the County of Santa Barbara, State of California and United Way of Santa Barbara County (SUBRECIPIENT) as referenced in the Agreement. The purpose of this Budget and Payment exhibit is to further describe the payment requirements referenced in the Subrecipient Agreement.

1. BUDGET

ITEM	GRANT AMOUNT
United Way Program Delivery Costs	\$369,149
FSA Case Management Subcontract	\$332,970
Direct Assistance	\$11,947,672
Housing Counseling Subcontract	\$625,399
TOTAL	13,275,190

2. REIMBURSEMENT OF STAFF SALARIES AND BENEFITS

Check box if Not Applicable

The salaries and benefits of the following staff positions are eligible for reimbursement:

TITLE	DUTIES
Case Management Contract Services (Family Services Agency)	Income and other eligibility certification and issue checks
Bilingual Program Coordinator Support Staff (x2)	In-person/over the phone office hour application support
Program Coordinator	Document and Reporting
Finance/Accounting	Department Costs/prepare invoices to County, along with required supporting documentation
Housing Counseling Subcontractor	Eviction Prevention services

Individual staff members may change from time-to-time; however, such changes must be reported to the County.

3. DRAW REQUESTS

Draw requests must include:

- A. Expenditure Summary and Payment Request (ESPR)
- B. Supporting documentation (check all that apply):
 - Third-party invoices or receipts
 - Check copies showing payment (cancelled checks)
 - Payroll records, including timesheets delineating time worked on eligible activities and payroll journals showing gross pay and deductions
 - Proof of County residency, self-verification of income level and COVID-19 impact

EXHIBIT C

EXPENDITURE SUMMARY AND PAYMENT REQUEST (ESPR)

FY 2020 - 21
July - June

INSTRUCTIONS: Complete tab 2 first, then complete only the yellow shaded cells on tab 1. Print, sign and sub

Agency Name United Way of Santa Barbara County Invoice/Request # Revised

Program Name 2021 Appropriations Act Date Submitted

Address 320 Gutierrez Street, Santa Barbara, CA 93103

Contact Person Steve Ortiz HCD Project #

Phone 805-965-8591 PO/Contract No _____

Email sortiz@unitedwaysb.org Report Period: (enter month for capital projects and quarter for public services)
 February Qtr 1 (July - Sep) Qtr 2 (Oct - Dec)
 March Qtr 3 (Jan - Mar) Qtr 4 (Apr - Jun)

Expiration Date December 30, 2021

SUBMIT COMPLETED FORM TC Ted Teyber Sr Housing Program Specialist

Phone: 805-568-3513 Email: teyber@co.santa-barbara.ca.us

I. GRANT BUDGET AND EXPENDITURES

BUDGET LINE ITEM	ACTIVITY	TOTAL GRANT BUDGET	TOTAL OF PREVIOUS DRAWDOWNS	REQUESTED DRAWDOWN THIS PERIOD	NEW AVAILABLE BALANCE
Cat. 1 UW Program Delivery Costs		\$ 369,149.00	\$ -	\$ -	\$ 369,149.00
Cat. 2 FSA Case Management Subcontract		\$ 332,970.00	\$ -	\$ -	\$ 332,970.00
Cat. 3 Housing Counseling Subcontract		\$ 625,399.00	\$ -	\$ -	\$ 625,399.00
Cat. 4 1st Supervisorial District Direct Assistance		\$ 2,389,534.68	\$ -	\$ -	\$ 2,389,534.68
Cat. 5 2nd Supervisorial District Direct Assistance		\$ 2,389,534.33	\$ -	\$ -	\$ 2,389,534.33
Cat. 6 3rd Supervisorial District Direct Assistance		\$ 2,389,534.33	\$ -	\$ -	\$ 2,389,534.33
Cat. 7 4th Supervisorial District Direct Assistance		\$ 2,389,534.33	\$ -	\$ -	\$ 2,389,534.33
Cat. 8 5th Supervisorial District Direct Assistance		\$ 2,389,534.33	\$ -	\$ -	\$ 2,389,534.33
TOTAL		\$ 13,275,190.00	\$ -	\$ -	\$ 13,275,190.00

Check this box if this is the final payment. Any balances will be rescinded and returned to the County.

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

Name _____ Title _____

Signature _____ Date _____

Administrator / Executive Director

Name _____ Title _____

Signature _____ Date _____

Public Service programs: Payment requests are due for each quarter by the 20th of the month following quarter end.

Capital Projects: Payment requests are due monthly by the 20th of the month following the reporting month.

This form has been tailored for the funding year noted in the upper-right corner of this form. Other ESPR forms are obsolete.