

FIRST AMENDMENT
to
SUBRECIPIENT AGREEMENT
BETWEEN
COUNTY OF SANTA BARBARA
AND
Legal Aid Foundation of Santa Barbara County (Legal Aid)
Housing Disability Advocacy Program (Disability Advocacy)

This First Amendment to Subrecipient Agreement (“First Amendment”) is entered into by and between the County of Santa Barbara, a political subdivision of the State of California (“COUNTY”), and Legal Aid Foundation of Santa Barbara County, a California nonprofit public benefit corporation (“SUBRECIPIENT”), effective as of January 10, 2023 (“Effective Date”).

With reference to the following:

RECITALS

WHEREAS, the State Housing Disability and Advocacy Program (“HDAP”) was established by Assembly Bill 1603 (Chapter 25, Statutes of 2016) and updated by Senate Bill (SB) 80 (Chapter 27, Statutes 2019) to assist people experiencing homelessness who are likely eligible for disability benefits by providing advocacy for disability benefits as well as housing support. HDAP has four core requirements: outreach, case management, disability advocacy, and housing assistance; and

WHEREAS, the County of Santa Barbara’s Community Services Department (“CSD”) has executed a Memorandum of Understanding with the State of California Department of Social Services (“Social Services”) for HDAP project management and oversight. CSD must administer local HDAP projects consistent with applicable laws, regulations, program guidance, and evidence-based practices, including, but not limited to: Welfare and Institutions Code sections 18999-18999.6; California Department of Social Services All County Letters, including ACL 19-104; California Department of Health Care Services All County Welfare Directors’ Letters, including the ACWDL dated August 10, 2020; Housing First requirements as enumerated in Welfare and Institutions Code sections 8255 et seq. and further outlined in ACL 19-114; evidence-based practices in homeless assistance and homelessness prevention; benefits advocacy guidelines issued by HDAP program guidance; and the duties of appointed representatives issued by the Social Security Administration, including Rules of Conduct and Standards of Responsibility for Representatives, which can be found in 20 C.F.R. sections 404.1740 and 416.1540; and

WHEREAS, the Budget Act of 2021 (Senate Bill 129, Chapter 69, Statutes of 2021) appropriated a total of \$175 Million for HDAP in Fiscal Year (FY) 2021-22; and

WHEREAS, the All County Welfare Director Letter dated September 13, 2021 announced a noncompetitive HDAP allocation for all fifty-eight (58) counties in California, including a \$1,526,720 allocation to COUNTY; and

WHEREAS, COUNTY and SUBRECIPIENT are parties to that certain Subrecipient Agreement dated August 16, 2022, for HDAP disability benefits advocacy (the “Agreement”); and

WHEREAS, the Housing and Community Development Division of CSD administers the local HDAP projects, including implementation, oversight of a review process to select providers, contracting, project development, invoicing, monitoring, and fulfillment of all HDAP requirements; and

WHEREAS, the All County Welfare Director Letter dated August 10, 2022 allocated additional HDAP funding in the amount of \$1,526,720 from Social Services to expand HDAP in Santa Barbara County, which provides outreach, case management, housing assistance, and disability benefits advocacy, including legal services.

WHEREAS, the parties hereto desire to extend term of and time of performance under the Agreement, which began on August 16, 2022 (“Operating Start Date”), to end on June 30, 2025, at which time the Agreement shall terminate; and

WHEREAS, the parties hereto desire to increase the maximum amount of HDAP award funding available under the Agreement by two hundred five thousand dollars (\$205,000) to a revised maximum contract amount of four hundred ninety thousand dollars (\$490,000).

NOW THEREFORE, the parties hereto mutually agree as follows:

1. Section II.A of the Agreement is hereby amended by replacing Section II.A to read in its entirety as follows:

“The term of this Agreement shall commence on August 16, 2022 (Operating Start Date) and shall expire on June 30, 2025 (“Termination Date”), subject to annual appropriations, budget approval, and HDAP funding availability, and unless earlier suspended or terminated as provided in this Agreement (“Term”). All work to be performed hereunder, as set forth in the Scope of Services attached hereto as Exhibit A, shall be performed during the Term.”

2. The first sentence of Section IV of the Agreement is hereby amended by replacing the first sentence of Section IV of the Agreement to read in its entirety as follows:

“the total amount to be paid by COUNTY under this Agreement shall not exceed \$490,000.”

3. The “Agreement Amount” and “Time of Performance” set forth in the Scope of Services attached to the Agreement as EXHIBIT A are hereby amended to read as follows:

“Agreement Amount: \$490,000
Time of Performance: August 16, 2022 – June 30, 2025”

4. Section B.3.a. of EXHIBIT A to the Agreement is hereby amended as by replacing Section B.3.a of EXHIBIT A to the Agreement to read in its entirety as follows:

“a. Goals
SUBRECIPIENT shall provide the following levels of services during the term of the Agreement:

<u>Service Metric</u>	<u>Goal</u>
Number of participants enrolled	160
Number of disability applications submitted	150
Number of homeless persons entering permanent housing (placed into units)	144

Number of individuals housed at program exit	140
Number of individuals housed one year after program exit	128”

5. Section C.2 of EXHIBIT A to the Agreement is hereby amended by replacing Section C.2 of EXHIBIT A to the Agreement to read in its entirety as follows:

“2. Report Schedule

Quarterly Status Reports are due according to the following schedule: due on a quarterly basis, on the 20th day following the close of the previous month.


Period	Due Date
August 16, 2022 – September 30, 2022	October 20, 2022
October 1, 2022 –December 31, 2022	January 20, 2023
January 1, 2023 –March 31, 2023	April 20, 2023
April 1, 2023–June 30, 2023	July 20, 2023
July 1, 2023–December 31, 2023	January 20, 2024
October 1, 2023–December 31, 2023	February 20, 2024
January 1, 2024–March 31, 2024	April 20, 2024
April 1, 2024–June 30, 2024	July 20, 2024
July 1, 2024-December 31, 2024	January 20, 2025
January 1, 2025- March 31, 2025	April 20, 2025
April 1, 2025- June 30, 2025	July 20, 2025”

6. The “Agreement Amount” and “Time of Performance” set forth in the Budget and Payment Procedures attached to the Agreement as EXHIBIT B are hereby amended to read as follows:

“Agreement Amount: \$490,000
Time of Performance: August 16, 2022 – June 30, 2025”

7. Attachments 1 and 2 to EXHIBIT B to the Agreement (“Exhibit B - Attachment 1” and “Exhibit B - Attachment 2”) are hereby amended by replacing Exhibit B - Attachment 1 and Exhibit B - Attachment 2 in their entirety with “Exhibit B - Attachment 1” and “Exhibit B - Attachment 2” as attached hereto and incorporated herein by reference

Exhibit B Attachment 1



Housing and Disability Advocacy (HDAP)

Project Budget - Revenues (36 Month Budget)

Project Title HDAP - Disability Benefits Advocacy

Applicant Name Legal Aid Foundation of Santa Barbara County

Award **Budget Term: August 16, 2022 - June 30, 2025**

Component	Requested Amount
HDAP - Disability Advocacy	\$ 490,000.00
TOTAL	\$ 490,000


Revenue and Expense budgets should reflect the *entire program budget* for the specific project for which HDAP funds were awarded. Total Revenue and Expenses should match.

Please specify the source of "Other Federal Funds".

Revenue

Source	Total Program Budget	funds
HDAP Program (This grant)	\$ 490,000	\$ 490,000
CDBG - Cities		
CDBG - County		
CoC Program		
ESG - County		
HOME - Cities		
HOME - County		
<i>Other Federal Funds (specify program below)</i>		
<i>Other State Funds (specify program below)</i>		
County Human Services Funds		
Other Local Funds: County and City of SB general Funds		
Private Trusts and Foundation Funds		
Fundraising Events		
Donations		
Client Fees		
<i>Other (specify source below)</i>		
Total Revenue	\$ 490,000	\$ 490,000

Exhibit B Attachment 2

 Housing and Disability Advocacy (HDAP) Project Budget - Expenses			
Project Title: HDAP - Disability Benefits Advocacy Applicant Name: Legal Aid Foundation of Santa Barbara County Budget Term: August 16, 2022 - June 30, 2025 Expenses			
Expense	Total Program Budget	HDAP	Other
Salaries, Benefits, and Payroll Taxes - Provide detail for all program staff. Add lines as needed.			
Attorney (Santa Barbara)			
Year 1: \$98,841 x 75% = \$74,131	\$ 74,131	\$ 74,131	
Year 2: \$106,748 x 100% = \$106,748	\$ 106,748	\$ 106,748	
Attorney (North County)			
Year 1: \$87,000 yr / 12 months x 6 months x 95% = \$41,325	\$ 41,325	\$ 41,325	
Year 2: \$91,350 x 95% = \$86,783	\$ 86,783	\$ 86,783	
Intake 1.0 FTE @ 5%			
Year 1: \$22.61 hr x 37.5 per week x 30 wks = \$22,045 x 5% = \$1,272	\$ 1,272	\$ 1,272	
Year 2: \$23.74 hr x 37.5 per week x 52 wks = \$46,293 x 5% = \$2,315	\$ 2,315	\$ 2,315	
Legal Assistant 1.0 FTE @ 10% (Santa Barbara Office)			
Year 1: \$29.16 hr x 37.5 per wk x 30 wks - \$32,805 x 10% = \$3,281	\$ 3,281	\$ 3,281	
Year 2: \$30.62 hr x 37.5 per wk x 52 wks - \$59,709 x 10% = \$5,971	\$ 5,971	\$ 5,971	
Legal Assistant 1.0 FTE @ 20% (North County Office)			
Year 1: \$31.66 hr x 37.5 per wk x 30 wks - \$35,618 x 10% = \$3,562	\$ 3,562	\$ 3,562	
Year 2: \$33.24 hr x 37.5 per wk x 52 wks - \$64,818 x 10% = \$6,482	\$ 6,482	\$ 6,482	
Total Salaries & Wages	\$ 331,868	\$ 331,868	
Benefits @ 25%	\$ 82,967	\$ 82,967	
Total Personnel	\$ 414,835	\$ 414,835	
Client Services and Direct Assistance			
Training, Travel & Meeting	\$ 1,000	\$ 1,000	
State Bar Dues	\$ 1,600	\$ 1,600	
Other (specify below)			
Facility, Utilities, and Maintenance	\$ 23,565	\$ 23,565	
Indirect Costs (Maximum 10% of Grant)	\$ 49,000	\$ 49,000	
Total Expenses	\$ 490,000	\$ 490,000	0.00
TOTAL HDAP AWARD:		490,000	

8. Except as set forth in Sections 1 through 7, above, this First Amendment shall not amend, modify or change any of the provisions of the Agreement, and the parties hereto and thereto shall continue to be bound by its provisions, as amended by Sections 1 through 7, above.

9. This First Amendment may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts, or as many of them as the parties hereto shall preserve undestroyed, shall together constitute one and the same instrument.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, COUNTY and SUBRECIPIENT have caused this First Amendment to be executed by their respective duly authorized officers, effective as of the Effective Date.

ATTEST:

COUNTY OF SANTA BARBARA:

MONA MIYASATO
Clerk of the Board

By: _____
Deputy Clerk of the Board

By: _____
Das Williams
Chair, Board of Supervisors

APPROVED AS TO ACCOUNTING FORM:

COUNTY OF SANTA BARBARA:

BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By:  _____
Deputy

By:  _____
George Chapjian, Community Services Director

APPROVED AS TO FORM

RACHEL VAN MULLEM
COUNTY COUNSEL

By:  _____
Deputy County Counsel


APPROVED AS TO FORM:

RISK MANAGEMENT

By:  _____
Greg Milligan

“SUBRECIPIENT”

Legal Aid Foundation of Santa Barbara County
a California Nonprofit Organization

By:  _____
Jennifer R. Smith, Executive Director