

**AFIRST AMENDMENT TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR FOR  
CALWORKS HOUSING SUPPORT PROGRAM**

**Santa Barbara County**  
Department of Social Services

***First Amendment***

This is a *First Amendment* (First Amendment to the Agreement) to the Agreement for Services of Independent Contractor, number *BC#18-148* by and between the **County of Santa Barbara** (COUNTY) and **Northern Santa Barbara County United Way, Inc.** (CONTRACTOR).

**WHEREAS**, on November 14, 2017, the COUNTY approved the Agreement for Services of Independent Contractor, number BC#18-148, (Agreement) with CONTRACTOR for the provision of CalWORKs Housing Support Program;

**WHEREAS**, the initial term of the Agreement commenced on December 1, 2017, and is set to expire on June 30, 2018, unless otherwise directed by COUNTY or unless earlier terminated; and

**WHEREAS**, the parties now desire to amend the Agreement to extend the term for one additional year commencing on July 1, 2018, through June 30, 2019 (Extension Period).

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, COUNTY and CONTRACTOR agree as follows.

**The Agreement is amended as follows:**

1. Section 4, **TERM**, of the Agreement, is amended by adding the following language:

*For the Extension Period*, CONTRACTOR shall commence performance on *July 1, 2018* and end performance upon completion, but no later than *June 30, 2019*, unless otherwise directed by COUNTY or unless earlier terminated.

2. Add Section 36, **PROCUREMENT OF RECOVERED MATERIALS**, to Agreement:

CONTRACTOR must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

3. Add Section 37, **UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS**, to Agreement:

CONTRACTOR shall comply with the requirements of 45 CFR Part 75 which are hereby incorporated by reference in this Agreement.

4. Add Section 38, **DRUG FREE WORKPLACE**, to Agreement:

CONTRACTOR must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of part 382, which adopts the Governmentwide implementation (2 CFR part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

5. Add Section 39, **SUBAWARD**, to Agreement:

CONTRACTOR shall comply with the requirements of [2 CFR Part 300](#), which are hereby incorporated by reference in this award.

6. Add Section 40, **MANDATORY DISCLOSURES**, to Agreement:

CONTRACTOR must disclose, in a timely manner, in writing to the COUNTY all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award. Contractor is required to report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM) located at [www.sam.gov](http://www.sam.gov). Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.338 or 45 CFR §75.371. Remedies for noncompliance, including suspension or debarment. (See also 2 CFR part 180 and 376 and 31 U.S.C. 3321.)

7. Section I, **BACKGROUND**, of Exhibit A is amended to state in its entirety:

I. **BACKGROUND:**

For families in the CalWORKs program, housing issues can severely interfere with progress toward self-sufficiency. Housing instability and homelessness are some of the most challenging problems facing CalWORKs families, especially in Santa Barbara County where housing costs are high.

The CalWORKs Housing Support Program (HSP) funding has allowed CalWORKs families in Santa Barbara County to overcome this obstacle, so that parents can engage in employment and children can be safe and secure.

Placement services that will be delivered under the HSP include:

- Rental and security deposit assistance
- Utility deposit and arrears assistance
- Furnishings (habitability)
- Advocacy with Landlord/Property Owner
- Money Management Courses
- Being a Good Tenant (in development)

In addition, Intensive Case Management services will be provided under the HSP.

The provision of HSP was previously contracted with Transition House. Transition House has now transferred the fiduciary responsibilities to the Northern Santa Barbara County United Way, Inc. (United Way) requiring County of Santa Barbara Department of Social Services (DSS) to contract with United Way to continue provision of these services. United Way offers a Landlord Liaison *Santa Barbara County (LLSBC)* program, which provides Santa Barbara County Landlords extensive financial safeguards and support systems to house mainly homeless veterans and children (of non-veteran families) who are ready to be successful tenants. As part of our HSP, in an effort to solve family homelessness and assist families moving towards self-sufficiency, DSS is working with United Way to develop new programs and expand on the *LLSBC* program. HSP is a CalWORKs program that provides funds to

participate in the *LLSBC* program. With our combined efforts behind them, families can put sound decision-making skills into practice, alleviating poverty and identifying and removing barriers to attaining permanent housing as well as better facilitate safe and affordable housing and economic responsibility.

8. Section II, **DUTIES AND RESPONSIBILITIES**, of Exhibit A is amended to state in its entirety:

A. **The COUNTY shall:**

1. Assign staff to be liaison between DSS CalWORKs staff and CONTRACTOR staff.
2. Screen and identify CalWORKs families for HSP eligibility.
3. *Refer HSP eligible families to the CONTRACTOR.*
4. Notify CONTRACTOR when previously referred HSP clients are terminated or no longer eligible for HSP assistance within five (5) business days of HSP ineligibility determination.

B. **The CONTRACTOR shall:**

1. Assign staff to be a liaison between CONTRACTOR and DSS. *CONTRACTOR's liaison will be Landlord Liaison Santa Barbara County, a program under Northern Santa Barbara County United Way.*
2. Provide Intensive Case Management to HSP eligible CalWORKs families (client) which includes:
  - Identify eligible CalWORKs families' housing barriers.
  - Assist with rental search and with housing applications and supportive and subsidized housing paperwork.
  - Survey rental markets for affordable options and advocate for families with prospective landlords.
  - Work with DSS in arranging housing support payment for rental amounts, deposit amounts, and any basic needs (ex. furnishings) prior to the family entering into any agreements.
  - Meet with or contact client regularly to:
    - Support family in maintaining housing post-lease;
    - Review how to be a good tenant;
    - Discuss any housing issues or concerns; and
    - Work on determining any housing needs.
3. *Assign staff to receive referrals of HSP eligible families from COUNTY.*
4. Maintain client files and accurate documents of housing services CONTRACTOR provided.
5. Maintain client related data tracking systems which includes data required to be input in the Homeless Management Information System (HMIS). Share and provide necessary data on a monthly basis to DSS to comply with state reporting and local contract monitoring requirements.
6. Outreach to property management companies, realtors, landlords, housing developers and other housing service providers to identify new and existing opportunities for CalWORKs families in accessing housing and housing related supportive services.
7. Attend coordination meetings related to the HSP as needed.

8. Attend HSP forums or trainings with DSS approval.

9. Prepare tenant paperwork for payment and security deposits and on-going rental subsidies (Direct Services), and when completed send to COUNTY for review and issuance of HSP subsidies. To expedite the process of securing housing, CONTRACTOR may issue these Direct Services payments to the landlords directly and seek reimbursement from DSS provided CONTRACTOR has obtained prior written consent from DSS in each instance.

9. Section IV, **PERFORMANCE MEASURES/OUTCOMES**, of Exhibit A is amended to state in its entirety:

A. For the period of December 1, 2017 to June 30, 2018, CONTRACTOR shall provide homeless assistance and homeless prevention services to 100% of CalWORKs referrals and place 15 CalWORKs families into permanent housing through the HSP.

B. For the Extension Period, CONTRACTOR shall provide homeless assistance and homeless prevention services to 100% of CalWORKs referrals and place 25 CalWORKs families into permanent housing through the HSP.

10. Section A of Exhibit B of the Agreement is amended to state in its entirety:

C. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including Staff Budget (case management costs), Direct Services Budget (rental cost reimbursements), and Travel Costs (with DSS written approval) as listed below:

Program Year:	Staff Budget:	Direct Services Budget:	Travel Costs:	Total Not to Exceed Budget
December 1, 2017 – June 30, 2018	\$55,417	\$14,583		\$70,000
July 1, 2018 - June 30, 2019	\$95,000	\$24,000	\$1,000	\$120,000

For the period of December 1, 2017 through June 30, 2018, with DSS written approval, CONTRACTOR may transfer funds from the Staff Budget to the Direct Services Budget, but in no instance shall the Staff Budget exceed \$55,417 or the total annual contract exceed \$70,000 for Staff Budget and Direct Services Combined. For the period of July 1, 2018 through June 30, 2019, with DSS written approval, CONTRACTOR may transfer funds from the Staff Budget to the Direct Services Budget or from Travel Costs to Direct Costs, but in no instance shall the Staff Budget exceed \$95,000 or the total annual contract amount exceed \$120,000 for Staff Budget and Direct Services combined.

In all other respects, the Agreement remains unchanged and shall remain in full effect.

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First Amendment to the Agreement between the **County of Santa Barbara** and **Northern Santa Barbara County United Way, Inc.**

**IN WITNESS WHEREOF**, the parties have executed this First Amendment to the Agreement to be effective on the date executed by COUNTY.

**ATTEST:**

Mona Miyasato  
County Executive Officer  
Clerk of the Board

**COUNTY OF SANTA BARBARA:**

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Das Williams  
Chair, Board of Supervisors

Date: \_\_\_\_\_

**RECOMMENDED FOR APPROVAL:**

Social Services

**CONTRACTOR:**

Northern Santa Barbara County United Way, Inc.

By: \_\_\_\_\_  
Department Head

By: \_\_\_\_\_  
Authorized Representative

Name: Eddie Taylor

Title: Chief Executive Officer

**APPROVED AS TO FORM:**

Michael C. Ghizzoni  
County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

Theodore A. Fallati, CPA  
Auditor-Controller

By: \_\_\_\_\_  
Deputy County Counsel

By: \_\_\_\_\_  
Deputy

**APPROVED AS TO FORM:**

Risk Management

By: \_\_\_\_\_  
Risk Management