

Second Amendment

SECOND AMENDMENT
to
SUBRECIPIENT AGREEMENT
BETWEEN
COUNTY OF SANTA BARBARA
AND
GOOD SAMARITAN SHELTER

Homelessness Prevention, Shelter Diversion and Re-Housing Support
Federal 2021 American Rescue Plan Act (ARPA) - Coronavirus State and Local Fiscal Recovery Funds
21.027

This Second Amendment to Subrecipient Agreement (“Amendment”) is entered into by and between the County of Santa Barbara, a political subdivision of the State of California (“COUNTY”), and Good Samaritan Shelter, a California nonprofit public benefit corporation (“SUBRECIPIENT”).

With reference to the following:

RECITALS

WHEREAS, On March 11, 2021, the American Rescue Plan Act (“ARPA”) was signed into law, and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund, which together make up the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) program, which is intended to provide support to State, territorial, local, and Tribal governments in responding to the economic and public health impacts of COVID-19 and in their efforts to contain impacts on their communities, residents, and businesses; and

WHEREAS, U.S. Treasury Coronavirus State and Local Fiscal Recovery Funds Compliance and Reporting Guidance designates expenditure categories including Category 3 (Services to Disproportionately Impacted Communities) and Sub-Category 3.11 (Housing Support: Services for Unhoused Persons); and

WHEREAS, COUNTY has selected qualified providers, in accordance with federal regulations, including, but not limited to, Title 2 of the Code of Federal Regulations (CFR) Part 200, entitled, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”; and

WHEREAS, SUBRECIPIENT represents that it is specially trained, skilled, experienced and competent to provide the housing and services required by the COUNTY; and

WHEREAS, COUNTY and SUBRECIPIENT are parties to that certain Subrecipient Agreement executed as of September 20, 2022, as amended by that certain First Amendment dated August 22, 2023 (as amended by the First Amendment, the “AGREEMENT”), memorializing the terms and conditions pursuant to which COUNTY provided \$900,000 in SLFRF funds to SUBRECIPIENT to fund a Prevention, Shelter Diversion and Re-Housing program, and an additional \$500,000 for relocation assistance for persons that are at risk of losing housing or have recently lost housing, with a time of performance effective as of October 1, 2022, and ending September 30, 2024; and

Second Amendment

WHEREAS, the parties hereto desire to amend the AGREEMENT to revise the Scope of Services attached thereto as Exhibit A, and the Budget attached thereto as Exhibit B, and to extend the term of the AGREEMENT.

NOW THEREFORE, the parties hereto, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do mutually agree to amend the AGREEMENT as follows:

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

“The term of this Agreement shall begin on October 1, 2022 (the “Effective Date” or “Operation Start Date”) and shall terminate on June 30, 2025, unless earlier terminated in accordance with the provisions of this Agreement (“Term”). All services to be performed hereunder (“Services”) shall be performed during the Term. Any funds otherwise available hereunder that are not disbursed to SUBRECIPIENT during the Term shall no longer be available for disbursement to SUBRECIPIENT.”

2. EXHIBIT A to the AGREEMENT (Scope of Services) is hereby amended by replacing Exhibit A to the AGREEMENT in its entirety with a new Exhibit A in the form of Attachment 1 to this Second Amendment.

3. ATTACHMENT B-2 of EXHIBIT B to the AGREEMENT is hereby amended by replacing Attachment B-1 to Exhibit B to the AGREEMENT in its entirety with a new Attachment B-2 in the form of Attachment 2 to this Second Amendment.

4. Except as set forth in Sections 1 through 3, above, this Amendment shall not modify or change any of the provisions of the AGREEMENT, and the parties hereto and thereto are bound by its provisions, as amended herein.

5. This Amendment may be executed electronically and 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 pages]

Second Amendment

IN WITNESS WHEREOF, COUNTY and SUBRECIPIENT have caused this Amendment to be executed by their respective duly authorized officers, to be effective as of the first date dully executed by all of the parties hereto.

ATTEST:

COUNTY OF SANTA BARBARA:

MONA MIYASATO
Clerk of the Board

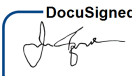
By: _____
Deputy Clerk of the Board

By: _____
Steve Lavagnino
Chair, Board of Supervisors

APPROVED AS TO ACCOUNTING FORM:

COUNTY OF SANTA BARBARA:

BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

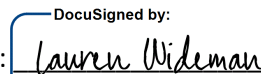
DocuSigned by:

By: _____
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Deputy

DocuSigned by:

By: _____
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Jesús Armas,
Community Services Director

APPROVED AS TO FORM

RACHEL VAN MULLEM
COUNTY COUNSEL

DocuSigned by:

By: _____
8264192084058...
Deputy County Counsel

APPROVED AS TO FORM:

RISK MANAGEMENT

DocuSigned by:


By: _____
03F555E00269466...
Greg Milligan

Second Amendment

IN WITNESS WHEREOF, COUNTY and SUBRECIPIENT have caused this Amendment to be executed by their respective duly authorized officers, to be effective as of the first date dully executed by all of the parties hereto.

“SUBRECIPIENT”

Good Samaritan Shelter,
a California Nonprofit Organization

DocuSigned by:
Sylvia Barnard
By:  F890BA97CA34C1...
Sylvia Barnard, Executive Director

**Second Amendment to Subrecipient Agreement
Attachment-1 – Exhibit A – Scope of Services – Revised**

EXHIBIT A

Scope of Services

Federal 2021 American Rescue Plan Act (ARPA) Funding

Project Title:	Homelessness Prevention, Shelter Diversion, and Re-Housing Support
Agreement Amount:	\$ 1,400,000
Time of Performance:	October 1, 2022 – June 30, 2025

A. INTRODUCTION

This Scope of Services is attached to and incorporated into the Subrecipient Agreement (“Agreement”) by and between the County of Santa Barbara (“COUNTY”) and Good Samaritan Shelter (“SUBRECIPIENT”) as referenced in the Agreement. The purpose of this Scope of Services is to further describe the requirements referenced in Section I of the Agreement.

B. PROJECT DESCRIPTION

1. Purpose

The purpose of the Agreement is to provide funding for housing supports to prevent families and individuals from becoming homeless and to divert from the shelter system and re-house families and individuals that have become homeless during the pandemic period. The housing supports described as prevention, shelter diversion, and re-housing are an essential part to COVID recovery.

The use of ARPA funds is governed by policies set by the U.S. Department of Treasury and the County of Santa Barbara. All activities and expenditures must fall under Category 3 (Services to Disproportionately Impacted Communities) and Sub-Category 3.11 (Housing Support: Services for Unhoused Persons) as outlined in the U.S. Department of Treasury Coronavirus State and Local Fiscal Recovery Funds Compliance and Reporting Guidance, documented by regular reports and invoices.

2. Services

a. General

All services to be provided under this Agreement (“Services”) shall be provided by SUBRECIPIENT under the supervision of its Executive Director, who shall ensure that the background and qualifications of SUBRECIPIENT’s staff providing Services are appropriate for the persons being served under this Agreement and meet the minimum standards established by pertinent licensing bodies, as applicable.

SUBRECIPIENT shall be responsible for providing the Services in a manner satisfactory to COUNTY and consistent with all applicable laws, regulations, guidelines, including, but not limited to, those reflecting standards required as a condition of receiving ARPA funds.

Services include case management, housing navigation, and the administration of financial assistance. Case management and other support staff shall identify the barriers to housing. Case managers shall work with the participants to prevent loss of housing and address barriers to re-housing with urgency. A housing access line shall be maintained.

**Second Amendment to Subrecipient Agreement
Attachment-1 – Exhibit A – Scope of Services – Revised**

b. Federal and State Regulatory Information

County is referencing the federal regulations below to inform SUBRECIPIENT of guidelines for eligible costs. Eligible costs are governed by ARPA and guided by component type and are further subject to HUD habitability standards (including, but not limited to, the shelter and housing standards found at 24 CFR section 576.403). If an activity is not described as an eligible expense, but is part of assisting households experiencing homelessness to obtain and maintain permanent housing consistent with California’s Housing First Policy, SUBRECIPIENT must obtain express written consent from County prior to use of funds provided under this Agreement for such activity.

The use of ARPA funds is governed by policies set by the U.S. Department of Treasury and the County of Santa Barbara. All activities and expenditures must fall under Category 3 (Services to Disproportionately Impacted Communities) and Sub-Category 3.11 (Housing Support: Services for Unhoused Persons) as outlined in the U.S. Department of Treasury Coronavirus State and Local Fiscal Recovery Funds Compliance and Reporting Guidance, documented by regular reports and invoices.

As this funding is governed by ARPA, costs must be associated with activities principal to COVID-19 recovery for vulnerable populations.

3. Coordinated Entry System (“CES”)

SUBRECIPIENT shall use the local CES as a process to quickly identify, assess, refer, and connect individuals, youth including parenting and pregnant youth, and families in crisis to housing and services. SUBRECIPIENT shall serve as an access point to the CES, by having staff available to conduct assessments and provide referrals. SUBRECIPIENT must be integrated within the local CES.

4. Homeless Management Information Systems

SUBRECIPIENT must participate in the Homeless Management Information Systems (“HMIS”). HMIS requires data collection and reporting. The Santa Maria/Santa Barbara Continuum of Care operates with limited data sharing – referred to as an open HMIS system. SUBRECIPIENT shall ensure that program participants sign a release of information (“ROI”) and provide universal data elements for SUBRECIPIENT to enter into HMIS. HMIS participating agencies may view these universal data elements even if this data is entered by another agency. If a client does not sign the ROI, data is collected but is not viewable outside the HMIS Lead and the agency entering data. SUBRECIPIENT must learn and adhere to the HMIS requirements, which may be viewed at [HMIS User Central](#). In addition to the standard intake and data standards, SUBRECIPIENT must enter services provided in HMIS. SUBRECIPIENT must include staff time for accurate data entry.

5. California’s Housing First Policy – Core Practices and Core Components

All **Services** SUBRECIPIENT provides must align with Housing First and the Core Practices described in [Welfare and Institutions Code section 8255](#) and with State and Federal Housing First laws and regulations, and shall operate in a manner consistent with Housing First practices as reflected in the Continuum of Care (CoC) Written Standards.

Second Amendment to Subrecipient Agreement Attachment-1 – Exhibit A – Scope of Services – Revised

Eligible Populations

The minimum eligibility criteria for participants is to meet the definition of homeless cited in [24 CFR 578.3](#). Emergency Rental Assistance Program and At-Risk clients may be served outside this definition of homelessness.

6. Goals and Performance Measures

Goals

SUBRECIPIENT shall provide the following levels of Services during the Term of the Agreement:

	Goal
Unduplicated number of homeless persons or persons at imminent or at risk of homelessness to be served	400
% of households receiving prevention services (estimate)	50%

Performance Measures

SUBRECIPIENT shall meet the following performance measures during the Term of the Agreement:

	Goal
% of households receiving prevention that will retain current housing or be re-housed	70%
% of households receiving diversion and re-housing services that will obtain permanent housing	60%
% of adult participants will increase or obtain earned income or cash benefits at project exit	80%
% of project participants entering permanent housing that will retain permanent housing at 1 year	80%

C. DATA COLLECTION AND REPORTING

1. General

Data collection must be completed by SUBRECIPIENT and submitted to COUNTY in accordance with 24 CFR 576.400, subdivision (f), and in sufficient detail to determine the SUBRECIPIENT's progress in meeting the goals and performance measures as set forth in Section B.6, above.

2. Report Schedule

Quarterly Status Reports and Financial/Invoice Reports are due on a quarterly basis, on the 20th day following the close of the previous month, in accordance with the following schedule:

Period	Due Date
October 1, 2022 – December 31, 2022	January 20, 2022
January 1, 2023 – March 31, 2023	April 20, 2023
April 1, 2023 – June 30, 2023	July 20, 2023
July 1, 2023 – September 30, 2023	October 20, 2023
October 1, 2023 – December 31, 2023	January 20, 2024
January 1, 2024 – March 31, 2024	April 20, 2024
April 1, 2024 – June 30, 2024	July 20, 2024
July 1, 2024 – September 30, 2024	October 20, 2024
October 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

Second Amendment to Subrecipient Agreement
Attachment-1 – Exhibit A – Scope of Services – Revised

3. Report Content

Each Status Report must contain all of the following:

- a. ARPA Annual Performance Report (APR) Subrecipient Report generated from the Santa Barbara County Homeless Management Information System;
- b. Data on goals and permanent measures as set forth in Section B.6, above;
- c. Data on funding received for the Project from all sources; and
- d. Signature of SUBRECIPIENT's Executive Director, or his or her designee, attesting to the accuracy of the information submitted.

See Exhibit D for a Status Report sample.

Second Amendment to Subrecipient Agreement Attachment-2 – Exhibit B, Attachment B-2, Project Budget Expenses – Second Amendment Revision



American Rescue Plan Act Housing and Homelessness Recovery Plan

Project Budget - Expenses

Project Title: Prevention, Diversion and Re-Housing Support
 Applicant Name: Good Samaritan Shelter
 Term Period: FY 22-23 - FY 24-25

Expenses

Expense	Total Program Budget	Second Amended Budget	Other
Salaries, Benefits, and Payroll Taxes - Provide detail for all program staff. Add lines as needed.			
Program Manager .25 FTE @ 100% - \$88,400/year	\$ 44,200	\$ 44,200	
Case Manager 2 FTE @ 100% - \$47,840/year	\$ 350,000	\$ 350,000	
Employee Benefits and Payroll Taxes 25%	\$ 98,550	\$ 98,550	
Client Services and Assistance			
Financial Assistance	\$ 664,630	\$ 664,630	
Auto Expenses/Transport	\$ 20,400	\$ 20,400	
Contracted- Cleaning/IT/Other			
Contracted/Prof Services Security			
Insurance	\$ 5,500	\$ 5,500	
Office Expense/Supplies	\$ 15,000	\$ 15,000	
Program Supplies Food			
Program Supplies	\$ 6,000	\$ 6,000	
Office Rental	\$ 48,000	\$ 48,000	
Repairs & Maintenance			
Telephone/Internet	\$ 5,520	\$ 5,520	
Utilities	\$ 7,200	\$ 7,200	
	\$ -		
	\$ -		
	\$ -		
	\$ -		
	\$ -		
	\$ -		
	\$ -		
Other (specify below)			
	\$ -		
Indirect Costs (Must only include % of eligible costs)	\$ 135,000	\$ 135,000	
Total Expenses	\$ 1,400,000	\$ 1,400,000	\$ -

Narrative (optional)

This amended budget is an estimate based on allocated funding and to-date costs.