

FIRSTAMENDMENT
to
SUBRECIPIENT AGREEMENT
BETWEEN
COUNTY OF SANTA BARBARA
AND
GOOD SAMARITAN SHELTER
Housing Disability Advocacy Program

Housing Disability Advocacy Program (HDAP)

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 Good Samaritan Shelter, a California nonprofit public benefit corporation (“SUBRECIPIENT”).

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 supports. HDAP has four core requirements: outreach, case management, disability advocacy, and housing assistance.

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. section 404.1740 and section 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 HDAP for all fifty-eight (58) counties, 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 provider, 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 the 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 one million, two hundred fourteen thousand, eight hundred fifty dollars (\$1,214,850) to a revised maximum contract amount of two million, three hundred forty-nine thousand, seven hundred dollars (\$2,349,700); and

NOW THEREFORE, the parties mutually agree to amend the AGREEMENT 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 \$2,349,700.”

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: \$2,349,700
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:

| Service Metric | Goal |
|---|------|
| Number of participants enrolled | 184 |
| Number of disability applications submitted | 170 |
| Number of unsheltered homeless persons entering shelter | 110 |
| 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 | 108 |

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:

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 1, 2024–June 30, 2024
July 1, 2024–December 31, 2024
January 1, 2025- March 31, 2025
April 1, 2025- June 30, 2025

April 20, 2024
July 20, 2024
January 20, 2025
April 20, 2025
July 20, 2025

6. 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

Project Title Housing and Disability Advocacy Outreach, Case Management and Housing Assistance
 Applicant Name Good Samaritan Shelter

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

| Component | Requested Amount |
|---------------------------------------|------------------|
| Salaries and Benefits | |
| Client Services and Direct Assistance | |
| Indirect Costs | |
| TOTAL | \$ - |


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 | HDAP |
|--|----------------------|---------------------|
| HDAP Program (This grant) | \$ 2,349,700 | \$ 2,349,700 |
| 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 | \$ 2,349,700 | \$ 2,349,700 |

Exhibit B – Attachment 2

| | |
|--|--|
|  <p>Housing and Disability Advocacy (HDAP) Project Budget - Expenses</p> | |
| Project Title | Housing and Disability Advocacy Outreach, Case Management and Housing Assistance |
| Applicant Name | Good Samaritan Shelter |
| Expenses | |
| Budget Term: August 16, 2022 - June 30, 2025 | |
| Expense | HDAP |
| Salaries, Benefits, and Payroll Taxes - Provide detail for all program staff. Add lines as needed. | |
| Program Director 1.0 FTE @ 25% @ \$93,600/year | \$ 46,800 |
| Program Manager .75 FTE @ 100% @ \$72,800/year | \$ 109,200 |
| Care Coordination Case Managers 7 FTE @ 100% @ \$49920/year | \$ 499,200 |
| Lead Care Coordination Case Managers 2 FTE @ 100% @ \$56160/year | \$ 224,640 |
| Employee Benefits and Payroll Taxes 25% | \$ 219,960 |
| Client Services and Direct Assistance | |
| Rental Assistance | \$ 400,000 |
| Security Deposits | \$ 120,000 |
| Utility Assistance | \$ 20,000 |
| Financial Assistance (furniture, supplies etc.) | \$ 75,000 |
| Moving costs | \$ 15,000 |
| Homeless Management Information System (HMIS) | |
| Supplies (includes General, Food, and Office Supplies) | \$ 30,000 |
| Consultants and Contracts (Includes AmeriCorps) | \$ 12,000 |
| Facility, Utilities, and Maintenance | \$ 192,000 |
| Telephone, Fax, and Internet | \$ 11,091 |
| Travel, Mileage, and Training (Includes Gas and Vehicle Expense) | \$ 100,800 |
| Equipment Rental and Maintenance | \$ 2,400 |
| Insurance | \$ 8,000 |
| Other (specify below) | |
| Landlord Incentives | \$ 55,000 |
| Indirect Costs (Maximum 10% of Grant) | \$ 208,609 |
| Total Expenses | \$ 2,349,700 |
| | \$ - |

7. Project Budget Revenue Project Budget Expenses Project Budget Revenue

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.

8. 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.

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:

MONA MIYASATO
Clerk of the Board

By: *Shirley LaGuerra*
Deputy Clerk of the Board

COUNTY OF SANTA BARBARA:

By: *Das Williams*
Das Williams
Chair, Board of Supervisors

APPROVED AS TO ACCOUNTING FORM:

BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

DocuSigned by:
Robert Eis
By: D25019E2AF094BE...
Deputy

COUNTY OF SANTA BARBARA:

DocuSigned by:
George Chapjian
By: 80FB8FFFE9E4F2...
George Chapjian, Community Services Director

APPROVED AS TO FORM

RACHEL VAN MULLEM
COUNTY COUNSEL

DocuSigned by:
Lauren Wideman
By: 0F1E3222C2A338...
Deputy County Counsel

APPROVED AS TO FORM:

RISK MANAGEMENT

DocuSigned by:
Gregory Milligan
By: 06270A91EC427D...
Greg Milligan

“SUBRECIPIENT”
Good Samaritan Shelter
a California Nonprofit Organization

DocuSigned by:
Sylvia Barnard
By: 8109A407C2A1C1...
Sylvia Barnard, Executive Director