

FIRST AMENDMENT
to
SUBRECIPIENT AGREEMENT
BETWEEN
COUNTY OF SANTA BARBARA
AND
PEOPLE ASSISTING THE HOMELESS (PATH)
State of California Homeless Housing, Assistance and Prevention (HHAP) Program

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

With reference to the following:

RECITALS

WHEREAS, the Homeless Housing, Assistance and Prevention (“HHAP”) Program (“Program”) has been established by the State of California pursuant to Chapter 6 (commencing with section 50216) of Part 1 of Division 31 of the Health and Safety Code; and

WHEREAS, COUNTY qualifies as the Administrative Entity as defined in the NOFA to administer and distribute State HHAP funds allocated to Santa Barbara County to administer and distribute State HHAP funds allocated to COUNTY and the Santa Maria/Santa Barbara County Continuum of Care (“CoC”); and

WHEREAS COUNTY may approve funding allocations for the HHAP Program, subject to the terms and conditions of the NOFA, Program regulations and requirements, the Standard Agreement by and between the State and COUNTY governing such State HHAP funds, and other contracts between COUNTY and HHAP grant recipients; 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 entered into a Subrecipient Agreement dated October 9, 2023, regarding payment by COUNTY to SUBRECIPIENT of HHAP Program funds in the sum of **six hundred thirty-eight thousand, five hundred and eighty-one dollars (\$638,581)** for the Interim Housing Enhancement Shelter Program (“AGREEMENT”); and

WHEREAS, the SUBRECIPIENT has requested a reduction in the number of shelter beds operating under the AGREEMENT and modification of the AGREEMENT Scope of Services to allow funds to be used thereunder for shelter operations in order to minimize bed reductions; and

WHEREAS, the parties hereto desire to amend the AGREEMENT to modify the Scope of Services attached to the AGREEMENT as Exhibit A, update the Budget attached to the AGREEMENT as Attachment 1 to

Exhibit B, and amend Exhibit F to the Agreement to specify some of the California Civil Code provisions with SUBRECIPIENT must comply, for the avoidance of doubt.

NOW THEREFORE, the parties hereto mutually agree to amend the AGREEMENT as follows:

1. The Scope of Services attached as Exhibit A to the AGREEMENT is hereby amended by deleting the third bullet point in Section B.1 (“Purpose”), and replacing the first bullet point in Section B.1 in its entirety with the following:

- Provide 15 year-round beds, operations, meals and access to case management services to support persons experiencing homelessness.

2. The Scope of Services attached as Exhibit A to the AGREEMENT is hereby amended by replacing Section 3. a (“Performance Measures”), in its entirety with the following:

a. Goals

SUBRECIPIENT will provide the following levels of services during the term of the Agreement:

	Goal
Total beds	15
Approximate number of bed-nights made available	5,475
Total unduplicated number of persons served	28

b. Performance Measures

SUBRECIPIENT will meet the following performance measures during the term of the Agreement:

	Goal
Percentage of participants who will move into permanent housing at project exit	20%
Percentage of participants who will move to other sheltered residential environments (transitional housing, long term care, SUD treatment, etc.)	30%
Percentage of adult participants gaining new or increasing existing cash income at project exit	10%
Percentage of adult participants who will obtain non-cash benefits at project exit	10%

3. The Attachment 1 to Exhibit B to the AGREEMENT (“Budget and Payment Procedures”) is hereby amended by replacing Attachment 1 to Exhibit B in its entirety with the following:

PATH Santa Barbara: Interim Housing (County of Santa Barbara)

Budget

Title / Description	FTE / Annual Units	Annual Salary / Unit Base	County of Santa Barbara HHAP4	County of Santa Barbara HHAP4	Total (Years 1 & 2)
			(Year 1)	(Year 2)	
Case Manager	2.00	\$58,000	\$54,158.00	\$0	\$54,158
Residential Coordinator	5.00	\$53,000	\$28,342.00	\$265,000	\$293,342
Total Salaries	7.00		\$82,500.00	\$265,000	\$347,500
Benefit Rate	41%		\$29,913.00	\$108,650	\$138,563
Total Salaries and Benefits			\$112,413.00	\$373,650	\$486,063
Security	0	\$2,500	\$0.00	\$14,000	\$14,000
Site Maintenance	0	\$4,500	\$2.00	\$9,000	\$9,002
Interim Food & Food Supplies	55	\$0	\$0.00	\$48,000	\$48,000
Interim Linen & Laundry	0	\$300	\$0.00	\$14,000	\$14,000
Client Support Funds	0	\$323	\$0.00	\$472	\$472
Program Supplies	0	\$300	\$0.00	\$4,000	\$4,000
Training	0	\$200	\$0.00	\$1,400	\$1,400
Office Supplies/Subscriptions/IT/Cellphone/Etc.	0	\$5,000	\$1,852.00	\$10,000	\$11,852
Utilities	0	\$1,600	\$0.00	\$1,000	\$1,000
Total Client Assistance and Operating Expenses			\$1,854.00	\$101,872	\$103,726
Indirect Cost (10%)			\$11,427.00	\$37,365.00	\$48,792
Total Budget			\$125,694.00	\$512,887	\$638,581

Summary:	
Total Salaries and Benefits	\$486,063
Total Operating Expenses	\$103,726
Total Admin	\$48,792
TOTAL Budgeted Costs	\$638,581

4. Exhibit D to the AGREEMENT (“Quarterly Status Report”) is hereby amended by replacing Section 2 of Exhibit D (“Accomplishments”) in its entirety with the following:

Performance Measures

Shelter Operations	Goal (%)	Quarter			Year-to-Date		
		Universe (#)	# Meeting Target	% Meeting Target	Universe (#)	# Meeting Target	% Meeting Target
Total beds	15						
Approximate number of bed-nights made available	5,475						
Total unduplicated number of persons served	28						
Percentage of participants will move into permanent housing at project exit	20%						

Percentage of participants who move to other sheltered residential environments (transitional housing, long term care, SUD treatment, etc.)	30%						
Percentage of adult participants gaining new or increasing existing cash income at project exit	10%						
Percentage of adult participants will obtain non-cash benefits at project exit	10%						

5. Exhibit F to the AGREEMENT is hereby amended by adding to the end of Exhibit F a new Section 17 in the form attached hereto as Attachment 1.

6. Except as set forth herein, this First Amendment shall not modify or change any of the provisions of the AGREEMENT, and the parties to the AGREEMENT are bound by its provisions, as amended herein.

7. 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 shall preserve undestroyed, shall together constitute one and the same instrument.

[Signatures appear on the following pages.]

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

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

By: *Shirley Labuena*
Deputy Clerk

“COUNTY”
COUNTY OF SANTA BARBARA:

By: *Steve Lavagnino*
Steve Lavagnino, Chair
Board of Supervisors

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

By: *Betsy Schaffer*
Auditor-Controller

DocuSigned by:
Jesús Armas
E33B804A6E03475
Jesús Armas
Community Services Director

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

By: *Lauren Wideman*
Deputy County Counsel

APPROVED AS TO FORM:
GREG MILLIGAN
RISK MANAGEMENT

By: *Gregory Milligan*
Risk Manager

“SUBRECIPIENT”

PATH

DocuSigned by:
By: Jennifer Hark-Dietz
8D9C8C42CC7B4A4
Jennifer Hark Dietz, Chief Executive Officer

ATTACHMENT 1

17. SUBRECIPIENT shall comply with all of the following provisions of the California Civil Code at all times during the Term:

CA Civil Code Division 3 Chapter 2.4 1954.08 -1954.093

California Code, Civil Code - CIV § 1954.08

For the purposes of this chapter, the following definitions apply:

(a) "Harm-reduction" means a set of strategies, policies, and practices aimed at mitigating the negative social and physical consequences associated with various human behaviors, including, but not limited to, substance use, and that do not rely on punitive measures to gain program compliance.

(b) "Motel or hotel" means a dwelling unit, as defined by subdivision (c) of Section 1940, that an innkeeper retains a right of access to and control of, and that provides or offers all of the following services to all of the residents:

(1) Facilities for the safeguarding of personal property pursuant to Section 1860.

(2) Central telephone service subject to tariffs covering the same filed with the California Public Utilities Commission.

(3) Maid, mail, and room services.

(c) "Shelter program" means a city-, county-, continuum of care-, state-, or federally funded shelter, interim housing, motel voucher, or emergency shelter program in which the city, county, continuum of care, state, or federal governmental entity retains an oversight and accountability role in ensuring compliance with program regulations and proper program administration.

(d) "Shelter program administrator" means a city, county, or continuum of care entity that retains an oversight role in ensuring compliance with program regulations and proper program administration.

(e) "Shelter program operator" means a service provider agency that is contracting with a shelter program administrator to carry out the operations of the shelter program. A "shelter program operator" may include community-based service providers as well as public government agencies carrying out program operations.

(f) "Shelter program participant" means an occupant of a motel, hotel, or other shelter site whose occupancy is solely due to their participation in a shelter program.

(g) "Trauma-informed" means a set of practices that promote safety, empowerment, and healing in recognition that program participants may have experienced trauma that informs their experiences and responses

California Code, Civil Code - CIV § 1954.09

Section 1954.09 - [Effective until 1/1/2025] Requirements for shelter program

(a) Notwithstanding paragraph (1) of subdivision (b) of Section 1954.091, shelter program participants shall not have their continued occupancy in a motel, hotel, or shelter program constitute a new tenancy and shall not be considered persons who hire pursuant to Section 1940 for the purposes of Section 1161 of the Code of Civil Procedure, if the shelter program meets all of the following requirements:

(1) The shelter program adheres to the core components of Housing First, pursuant to subdivision (b) of Section 8255 of the Welfare and Institutions Code.

(2) The shelter program establishes, adopts, and clearly documents rules governing how and for what reasons a shelter program participant's enrollment may be terminated and the shelter program operator discloses the termination policy to program participants in writing, in plain language, at the commencement of their occupancy.

(A) Permissible reasons for termination shall include sexual assault, verbally or physically threatening behaviors, which rise to the level of a "direct threat" to persons or property, as defined in paragraph (3) of subdivision (b) of Section 12179 of Title 2 of the Code of California Regulations, physical violence to staff or other program participants, direct observation of participant engaging in illegal activity onsite, or time limits established by the shelter program.

(B) Terminations for reasons not stated in subparagraph (A) and any operational policies negotiated prior to the commencement of the shelter program shall be approved by the shelter program administrator and shared with their shelter program participants in a clearly labeled document.

(C) The shelter program administrator shall endeavor to ensure terminations are performed by the shelter program operator in a trauma-informed manner utilizing a harm-reduction approach, and shall ensure that the termination policies and procedures of the hotel, motel, and shelter program, including the required grievance procedure, comply with all applicable disability laws, including requirements for reasonable accommodation.

(3) The shelter program administrator establishes procedures regarding how a shelter program participant will be provided a written termination notice if a termination occurs and the shelter program operator discloses those procedures to shelter program participants in writing at the commencement of their occupancy.

(A) The shelter program operator shall provide the termination notice to the participant at least 30 days prior to the proposed termination or, if the underlying cause for a proposed termination constitutes a "direct threat," as defined in paragraph (3) of subdivision (b) of Section 12179 of Title 2 of the Code of California Regulations, the shelter program operator may remove the participant from the premises immediately, provided that the operator advises the participant of their right to utilize the grievance process described in paragraph (5).

(B) The termination notice shall contain a clear, plain-language statement of the reason for the termination, shall notify the participant of their right to request a reasonable accommodation if they are a qualified person with a disability, and shall notify the participant of their right to utilize the grievance process described in subparagraph (E).

(C) The established procedures developed regarding participant guideline violations shall include an escalation continuum that incorporates documented warnings and documented shelter program operator staff and participant problem solving methods prior to instituting terminations from the shelter program.

(4) The shelter program operator shall provide an exit plan upon termination of a shelter program participant that includes referrals to any available local shelter service for which the participant is eligible and the shelter program operator shall make a good faith, reasonable effort to facilitate an intake for that participant in an available bed or unit.

(A) The shelter program operator shall document good faith, reasonable efforts and shall make that documentation available upon request.

(B) The shelter program administrator, in cases where the grievance process is utilized, shall determine whether the shelter program operator's efforts constitute a good faith effort to facilitate a participant into an alternative available shelter site or program.

(C)(i) The shelter program administrator shall make good faith efforts to provide reasonable transportation accommodations upon termination of a shelter program participant from a program or upon transfer of a shelter program participant to an alternative available bed or unit.

(ii) In exigent circumstances that necessitate the presence of first responders, police, or fire department and render it infeasible to provide a termination letter at that time or coordinate a postexit plan, the shelter program operator shall create a termination letter that satisfies the above-described requirements and make that documentation available to participants within 24 hours of their request.

(5) The shelter program administrator shall establish a grievance process that complies with due process and the shelter program operator shall disclose the grievance process to occupants in writing, in plain language, at the commencement of their occupancy.

(A) The grievance process shall give shelter program participants a right to due process appeal through the shelter program administrator if the shelter program participant believes they were or are being wrongfully terminated from the program, and shall inform shelter program participants on how to access and initiate the grievance process.

(B)(i) Program participants shall be provided the opportunity to initiate the grievance process 30 days prior to their proposed termination date or at any point thereafter.

(ii) In cases where participants are subject to immediate removal based on circumstances that present a "direct threat," as defined in paragraph (3) of subdivision (b) of Section 12179 of Title 2 of the Code of California Regulations, participants shall be provided the opportunity to initiate the grievance process at the time of removal or at any point thereafter.

(C) If, following the grievance process, the proposed termination is not carried out, any participant already removed shall be granted the right to resume their participation in the program. If the shelter program operator is unable to place the individual in the original site, the shelter program operator shall facilitate a placement for the individual in an alternative available motel, hotel, or shelter site.

(b) Where a shelter program administrator is also the shelter program operator, the shelter program administrator is responsible for all of the duties described in subdivision (a).

(c) For properties that are being converted from use as a motel or hotel, or from use as a shelter, interim housing, emergency shelter, or other interim facility to a permanent housing site, paragraph (2) shall not apply to occupants of the site from the date that the site receives a certificate of occupancy as a permanent housing site.

California Code, Civil Code - CIV § 1954.091

Section 1954.091 - [Effective until 1/1/2025] Duration of occupancy; tenant rights or protections

(a) Section 310.3 of Chapter 3 (commencing with Section 301.1) of Part 2 of Title 24 (the California Building Standards Code) of the California Code of Regulations shall not be interpreted to restrict the duration of occupancy for shelter program participants.

(b)(1) This chapter shall not be interpreted to either confer or deny any tenant rights or protections for persons who hire pursuant to Section 1940, or any rights that the tenant may otherwise be entitled to under any applicable federal, state, or local law.

(2) Notwithstanding paragraph (1), a shelter program participant of a shelter program that complies with the requirements described in Section 1954.09 shall be entitled to all of the following:

(A) A shelter program participant's continued occupancy in a motel or hotel does not constitute a new tenancy.

(B) A shelter program participant shall not be considered a person who hires pursuant to Section 1940 for the purposes of Section 1161 of the Code of Civil Procedure.

(C) Receipt of a written termination policy.

(D) Disclosure of a termination notice procedure.

(E) Thirty days' notice prior to termination, except as described in Section 1954.09.

(F) Right to appeal termination pursuant to the grievance policy required by Section 1954.09.

California Code, Civil Code - CIV § 1954.092

Section 1954.092 - [Effective until 1/1/2025] Motels and hotels; designation; prohibited actions

(a) A motel or hotel shall not be designated as a nontransient motel or a nontransient hotel pursuant to Section 310.4 of Chapter 3 (commencing with Section 301.1) of Part 2 of Title 24 (the California Building Standards Code) of the California Code of Regulations solely as a result of a shelter program participant's occupancy in the motel or hotel beyond a 30-day period.

(b) A hotel or motel shall not do either of the following:

(1)(A) Adopt termination policies specifically for motel or hotel occupants who are shelter program participants that do not apply to other motel or hotel occupants who are not participating in a shelter program, impose restrictions on the ability of program participants to freely enter or exit the property or access certain areas or amenities of the property that do not apply to other motel or hotel occupants, or levy charges and fees, including fees for room card replacements, that do not apply to other motel or hotel occupants.

(B) This paragraph sets minimum standards for shelter program terminations and shall not be construed to restrict shelter program operating standards that confer greater rights to participants with regard to shelter program terminations.

(2) Require shelter program participants to check out and reregister, move out of rooms or between rooms, or from the hotel or motel while actively enrolled in the shelter program for the purposes of preventing an occupant from establishing rights of tenancy.