

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 3.12
(ID # 21611)

MEETING DATE:
Tuesday, May 09, 2023

FROM : HOUSING AND WORKFORCE SOLUTIONS:


SUBJECT: HOUSING AND WORKFORCE SOLUTIONS (HWS): Ratify Acceptance of the Homeless Housing, Assistance and Prevention Program Round 2 (HHAP-2) Grant Allocation from the State of California Business, Consumer Services and Housing Agency (BCSH) to the County of Riverside in the amount of \$1,402,400; Ratify and Approve Standard Agreement No. 21-HHAP-00078 with the BCSH for the HHAP-2 Grant through June 30, 2026; All Districts. [\$1,402,400 Total Cost; up to 20% in additional compensation; 100% State Funding]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify Acceptance of the Homeless Housing, Assistance, and Prevention Program Round 2 (HHAP-2) grant funds from the State of California Business, Consumer Services and Housing Agency (BCSH) in the amount of \$1,402,400 for the County of Riverside allocation, to be 100% obligated by May 31, 2023, and spent no later than June 30, 2026, to support regional coordination and to expand or develop local capacity to address immediate homelessness challenges;

Continued on Page 2

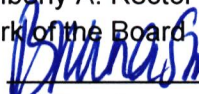
ACTION:Policy, A-30


Heidi Marshall, Director 4/25/2023

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Gutierrez, seconded by Supervisor Perez and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez, and Gutierrez
Nays: None
Absent: None
Date: May 9, 2023
xc: HWS

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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RECOMMENDED MOTION: That the Board of Supervisors:

2. Ratify and Approve the attached Standard Agreement No. 21-HHAP-00078 with the BCSH, for the 2021 HHAP-2 grant in the total aggregate amount of \$1,402,400, effective September 20, 2021 through June 30, 2026, (“Grant Agreement”), executed by the Director of Housing and Workforce Solutions (HWS), or designee, on behalf of the County (Attachment A);
3. Authorize the Director of HWS, or designee, to allocate and use the awarded HHAP-2 funds as generally described in the table below, without further Board of Supervisors action, based on the availability of fiscal funding, and so long as use and allocation of funds is consistent with the award requirements set forth in the attached Grant Agreement and as authorized by Health & Safety Code section 50220.5, subdivision (d) (1) – (8); and
4. Authorize the Director of HWS, or designee, to administer all actions necessary related to the administration of the 2021 HHAP-2 program grant, including the Grant Agreement and HHAP-2 Memorandum of Understanding (MOU) Agreements, based on the availability of fiscal funding and as approved as to form by County Counsel, to: (a) sign amendments to the agreements that make modifications to the scope of services that stay within the intent of the agreement; (b) move allocated funds between the HHAP-2 subrecipients; and (c) sign amendments extending the period of performance for the grant projects and modifying the compensation provisions that do not exceed the sum total of 20% of the total grant amount of the awards, as approved by BCSH.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$467,467	\$1,402,400	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: State Funding 100%			Budget Adjustment: No	
			For Fiscal Year: 23/24-25/26	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The State of California Business, Consumer Services and Housing Agency’s (BCSH) Homeless Coordinating and Financing Council (HCFC) has made a second round of funding available through the Homeless Housing, Assistance and Prevention (HHAP) Program. HHAP Round 2 is a \$300 million grant that provides local jurisdictions with flexible funding to continue efforts to end and prevent homelessness. The program is designed to build on regional coordination

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developed through previous rounds of HCFC Homeless Emergency Aid Program (HEAP), HHAP, and COVID-19 funding.

The County of Riverside allocation of HHAP Round 2 funds included two separate disbursements – one to the Continuum of Care (CoC) in the amount of \$1,566,822 (accepted February 28, 2023, Item # 3.19), and a second to the county in the amount of \$1,402,400. These funds will be used to continue to build regional coordination and a unified regional response to reduce and end homelessness. The Continuum of Care disbursement has been used to fund three rental assistance projects/rapid rehousing (\$235,023.30), system support for youth and seniors (\$203,686.86), and permanent supportive housing capital project (\$1,018,434.30). To successfully reduce homelessness through this funding, HCFC also expects applicants to:

1. Strategically pair these funds with other local, state, and federal funds to reduce and end homelessness as laid out in the Guide to Strategic Uses of Key State and Federal Funds to Reduce Homelessness During the COVID-19 Pandemic.
2. Demonstrate a commitment to address racial disproportionality in homeless populations and achieve equitable provision of services for Black, Native, and Indigenous, Latinx, Asian, Pacific Islanders and other People of Color who are disproportionately impacted by homelessness and COVID-19.
3. Establish a mechanism for people with lived experience of homelessness to have meaningful and purposeful opportunities to inform and shape all levels of planning and implementation, including through opportunities to hire people with lived experience.
4. Fund projects that provide housing and services that are Housing First compliant, per Health and Safety Code Section 50220.5 (g) and delivered in a low barrier, trauma informed, and culturally responsive manner. Individuals and families assisted with these funds must not be required to receive treatment or perform any other prerequisite activities as a condition for receiving shelter, housing, or other services for which these funds are used. Housing First should be adopted within the entire local homelessness response system, including outreach and emergency shelter, short-term interventions like rapid re-housing, and longer-term interventions like supportive housing.

Addressing the State's interest in using HHAP funding to promote regional coordination has continued to be a priority. The HWS has prioritized funding street outreach and engagement, and systems support activities and as such recommends funding as detailed in Table 1 & 2.

Table 1 details funding amounts for the service projects, as well as administrative costs.

Table 1

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Riverside County Homeless Housing Assistance and Prevention Program Funding HHAP Round 2 – County Funding Allocation	
Eligible Use Under Health & Safety Code Section 50220.5, subdivision (d)-(f)	Amount
Outreach and Engagement	\$1,121,920
Systems Support Activities	\$182,312
Administrative Activities (up to 7%)	\$98,168
TOTAL	\$1,402,400

Outreach and Engagement

Countywide Street Outreach Services: The Housing Authority outreach team delivers county-wide street outreach to homeless persons, focusing on whole-person care and connecting clients to housing and supportive services.

Santa Ana River-bottom (SAR): Led by Second District Supervisor Karen Spiegel, the collaborative SAR multidisciplinary team has convened since April 2021 to provide a compassionate and humane response. The team coordinates responses to rehouse those living in the SAR area, remove and mitigate physical encampments, as well as conduct clean-up, maintenance, and habitat restoration. The Santa Ana River-bottom (SAR) Multi-disciplinary Outreach Teams provide street outreach three (3) days a week to homeless persons living in and around the Santa Ana River-bottom which spans across the unincorporated county and cities of: Riverside, Jurupa Valley, Corona, Eastvale and Norco. These multidisciplinary teams are made up of a licensed clinician, substance use counselor, parks ranger, animal control officer, homeless service providers, and medical personnel. These staff persons are employed by the Riverside County departments of: Riverside University Health Systems-Behavioral Health, Housing and Workforce Solutions-Housing Authority of Riverside County, and Parks and Open Space. The Department of Animal Services and our non-profit partners are being funded through a separate allocation from the State of California’s Encampment Resolution Funds Program (ERF). 200 residents will be connected to housing and support services.

System Support Activities

Countywide system support activities include funding a Homeless Youth Coordinator position (1 Community Program Specialist I) within the HWS team serving as a liaison between schools, youth providers, the foster care system, and homeless service providers. The funding for this position comes from the mandatory 8% youth funding set-aside required by BCSH. HWS has also provided funding to the Department of Public Social Services-Adult Services Division (DPSS-ASD) to serve as liaisons to homeless seniors and to link them to housing and

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supportive services under the system support allocation. These strategies will allow us to strengthen our homeless system response to accommodate the distinct needs of youth and seniors.

Table 2 provides a list of HHAP 2 funds allocated to County departments.

Table 2

County Department	Project Type	Project Name	Funding Amount	Supervisory District
Housing Authority of the County Riverside	Outreach and Engagement	SAR	\$382,786	1, 2
Housing Authority of the County Riverside	Outreach and Engagement	Street Outreach	\$339,134	All
Parks and Open Space	Outreach and Engagement	SAR	\$200,000	1, 2
Riverside University Health System- Behavioral Health	Outreach and Coordination	SAR	\$200,000	1, 2
Housing and Workforce Solutions	System Support Activities	8% Youth Set Aside – Youth Coordinator	\$112,192	All
Housing and Workforce Solutions – YAC/YAB	System Support Activities	Senior Liaison	\$70,120	All
Housing and Workforce Solutions	Admin.	(7%)	\$98,168	All
Total HHAP 2 COUNTY Award Allocated			\$1,402,400	

Impact on Residents and Businesses

Residents and businesses will benefit as the funds will be used to address critical gaps in services and housing for homeless seniors, families, and individuals in Riverside County.

Additional Fiscal Information

This is new funding allocated to the HWS, by the BCSH from the second round of HHAP funding as authorized by Assembly Bill No. 83 (Committee on Budget, Chapter 15, Statutes of 2020). Costs are based on existing County rates for service. Subsequent to this award, HWS anticipates receiving additional rounds of HHAP funding for both CoC and county distributions.

Health & Safety Code section 50218.5(f) mandates that at least 8% of the funds must be used for services for homeless youth populations. Under Health & Safety Code section 50220.5(e) and (f), up to 5% of the funding may be used for Strategic Homelessness Planning and up to 7% for program administration costs, respectively.

Although the HHAP funding must be expended by June 30, 2026, staff recommends aggressive use of funding to mitigate the impact of the COVID-19 health and economic crisis.

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ATTACHMENTS:

- Attachment A: Standard Agreement No. 21-HHAP-00078
- Attachment B: HHAP Round 2 Notice of Funding Availability (NOFA)
- Attachment C: HHAP Round 2 Award Letter – Riverside County


Erianna Lontajo, Principal Management Analyst

5/3/2023


Kristine Bell-Valdez, Supervising Deputy County Counsel

4/26/2023

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 21-HHAP-00078	PURCHASING AUTHORITY NUMBER (If Applicable) 010725
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Business, Consumer Services and Housing Agency

CONTRACTOR NAME

County of Riverside-Housing, Homelessness Prevention & Workforce Solutions

2. The term of this Agreement is:

START DATE

Upon BCSH approval

THROUGH END DATE

06/30/2026

3. The maximum amount of this Agreement is:

\$1,402,400.00 (One Million Four Hundred Two Thousand Four Hundred Dollars and No Cents)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	7
Exhibit B	Budget Detail and Payment Provisions	4
Exhibit C	Homeless Coordinating and Financing Council Terms and Conditions	9
+ - Exhibit D	Special Terms and Conditions	2
+ - Exhibit E	General Terms and Conditions	1

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OIS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

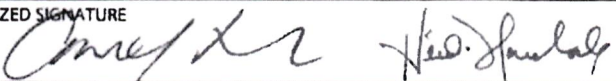
CONTRACTOR

CONTRACTOR NAME (if other than an Individual, state whether a corporation, partnership, etc.)

County of Riverside-Housing, Homelessness Prevention & Workforce Solutions

CONTRACTOR BUSINESS ADDRESS 3403 Tenth Street, Suite 300	CITY Riverside	STATE CA	ZIP 92501
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PRINTED NAME OF PERSON SIGNING Heidi Marshall	TITLE Director
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CONTRACTOR AUTHORIZED SIGNATURE 	DATE SIGNED 8/30/21
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FORM APPROVED COUNTY COUNSEL

BY: LISA SANCHEZ 8/27/2021
DATE

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 21-HHAP-00078	PURCHASING AUTHORITY NUMBER (If Applicable) 010725
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
Business, Consumer Services and Housing Agency

CONTRACTING AGENCY ADDRESS 915 Capitol Mall, Suite 350-A	CITY Sacramento	STATE CA	ZIP 95814
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PRINTED NAME OF PERSON SIGNING Lourdes Castro Ramírez	TITLE Secretary
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CONTRACTING AGENCY AUTHORIZED SIGNATURE  <small>Lourdes Castro Ramirez (Sep 20, 2021 12:37 PDT)</small>	DATE SIGNED Sep 20, 2021
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CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)
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**Homeless Housing, Assistance, and Prevention Program Round 2 (HHAP-2)
Standard Agreement**

EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

1) Authority

The State of California has established the Homeless Housing, Assistance, and Prevention Program Round 2 ("HHAP-2" or "Program") pursuant to Chapter 6 (commencing with Section 50216) of Part 1 of Division 31 of the Health and Safety Code. (Added by Stats.2020, c. 15 (A.B. 83), § 7, eff. June 29, 2020.)


The Program is administered by the California Homeless Coordinating and Financing Council ("HCFC") in the Business, Consumer Services and Housing Agency ("Agency"). HHAP-2 provides one-time flexible block grant funds to Continuums of Care, large cities (population of 300,000+) and counties as defined in the November 13, 2020 HHAP-2 Notice of Funding Availability ("NOFA") to build on the regional coordination created through previous HCFC grant funding and support local jurisdictions in their unified regional responses to reduce and end homelessness.

This Standard Agreement along with all its exhibits ("Agreement") is entered into by the Agency and a Continuum of Care, a city, or a county ("Grantee") under the authority of, and in furtherance of the purpose of, the Program. In signing this Agreement and thereby accepting this award of funds, the Grantee agrees to comply with the terms and conditions of the Agreement, the NOFA under which the Grantee applied, the representations contained in the Grantee's application, and the requirements of the authority cited above.

2) Purpose

The general purpose of the Program is to continue to build on regional coordination developed through previous rounds of funding of the Homelessness Emergency Aid Program (Chapter 5 (commencing with Section 50210)), the program established under this chapter, and COVID-19 funding to reduce homelessness. This funding shall:

- a) Continue to build regional collaboration between continuums of care, counties, and cities in a given region, regardless of population, and ultimately be used to develop a unified regional response to homelessness.
- b) Be paired strategically with other local, state, and federal funds provided to address homelessness in order to achieve maximum impact. Grantees of this



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funding are encouraged to reference the Guide to Strategic Uses of Key State and Federal Funds to Reduce Homelessness During the COVID-19 Pandemic.

- c) Be deployed with the goal of reducing the number of homeless individuals in a given region through investing in long-term solutions, such as permanent housing, and that the state be an integral partner through the provision of technical assistance, sharing of best practices, and implementing an accountability framework to guide the structure of current and future state investments.

In accordance with the authority cited above, an application was created and submitted by the Grantee for HHAP-2 funds to be allocated for eligible uses as stated in Health and Safety Code section 50220.5, subdivision (d)(1) – (8).

3) **Definitions**

The following HHAP-2 program terms are defined in accordance with Health and Safety Code section 50216, subdivisions (a) – (q):

- (a) "Agency" means the Business, Consumer Services, and Housing Agency.
- (b) "Applicant" means a Continuum of Care, city, or county.
- (c) "City" means a city or city and county that is legally incorporated to provide local government services to its population. A city can be organized either under the general laws of this state or under a charter adopted by the local voters.
- (d) "Continuum of Care" means the same as defined by the United States Department of Housing and Urban Development at Section 578.3 of Title 24 of the Code of Federal Regulations.
- (e) "Coordinated Entry System" means a centralized or coordinated process developed pursuant to Section 578.7 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019, designed to coordinate homelessness program participant intake, assessment, and provision of referrals. In order to satisfy this subdivision, a centralized or coordinated assessment system shall cover the geographic area, be easily accessed by individuals and families seeking housing or services, be well advertised, and include a comprehensive and standardized assessment tool.
- (f) "Council" means the Homeless Coordinating and Financing Council created pursuant to Section 8257 of the Welfare and Institutions Code.
- (g) "Emergency shelter" has the same meaning as defined in subdivision (e) of Section 50801.

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(h) "Homeless" has the same meaning as defined in Section 578.3 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019.

(i) "Homeless Management Information System" means the information system designated by a Continuum of Care to comply with federal reporting requirements as defined in Section 578.3 of Title 24 of the Code of Federal Regulations. The term "Homeless Management Information System" also includes the use of a comparable database by a victim services provider or legal services provider that is permitted by the federal government under Part 576 of Title 24 of the Code of Federal Regulations.

(j) "Homeless point-in-time count" means the 2019 homeless point-in-time count pursuant to Section 578.3 of Title 24 of the Code of Federal Regulations. A jurisdiction may elect to instead use their 2017 point-in-time count if they can demonstrate that a significant methodology change occurred between the 2017 and 2019 point-in-time counts that was based on an attempt to more closely align the count with HUD best practices and undertaken in consultation with HUD representatives. A jurisdiction shall submit documentation of this to the agency by the date by which HUD's certification of the 2019 homeless point-in-time count is finalized. The agency shall review and approve or deny a request described in the previous sentence along with a jurisdiction's application for homeless funding.

(k) "Homeless youth" means an unaccompanied youth between 12 and 24 years of age, inclusive, who is experiencing homelessness, as defined in subsection (2) of Section 725 of the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11434a(2)). "Homeless youth" includes unaccompanied youth who are pregnant or parenting.

(l) "Housing First" has the same meaning as in Section 8255 of the Welfare and Institutions Code, including all of the core components listed therein.

(m) "Jurisdiction" means a city, city that is also a county, county, or Continuum of Care, as defined in this section.

(n) "Navigation center" means a Housing First, low-barrier, service-enriched shelter focused on moving homeless individuals and families into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing.

(o) "Program" means the Homeless Housing, Assistance, and Prevention program established pursuant to this chapter.

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(1) "Round 1" of the program means the funding allocated under the program with moneys appropriated during the fiscal year beginning on July 1, 2019.

(2) "Round 2" of the program means the funding allocated under the program with moneys appropriated during the fiscal year beginning on July 1, 2020.

(p) "Program allocation" means the portion of program funds available to expand or develop local capacity to address immediate homelessness challenges.

(q) "Recipient" means a jurisdiction that receives funds from the agency for the purposes of the program.

Additional definitions for the purposes of the HHAP-2 program:

"Obligate" means that the Grantee has placed orders, awarded contracts, received services, or entered into similar transactions that require payment using HHAP-2 funding. Grantees, and the subrecipients who receive awards from those Grantees, must obligate the funds by the statutory deadlines set forth in this Exhibit A.

"Expended" means all HHAP-2 funds obligated under contract or subcontract have been fully paid and receipted, and no invoices remain outstanding. In the case of an award made through subcontracting, subcontractors are required to expend the funds by the same statutory deadlines.

4) Scope of Work

The Scope of Work ("Work") for this Agreement shall include uses that are consistent with Health and Safety Code section 50220.5, subdivision (d)-(f), and any other applicable laws. The grantee shall expend funds on evidence-based solutions that address and prevent homelessness among eligible populations including any of the following:

- a) Rapid rehousing, including rental subsidies and incentives to landlords, such as security deposits and holding fees.
- b) Operating subsidies in new and existing affordable or supportive housing units, emergency shelters, and navigation centers. Operating subsidies may include operating reserves.
- c) Street outreach to assist persons experiencing homelessness to access permanent housing and services.

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- d) Services coordination, which may include access to workforce, education, and training programs, or other services needed to promote housing stability in supportive housing.
- e) Systems support for activities necessary to create regional partnerships and maintain a homeless services and housing delivery system, particularly for vulnerable populations including families and homeless youth.
- f) Delivery of permanent housing and innovative housing solutions, such as hotel and motel conversions.
- g) Prevention and shelter diversion to permanent housing, including rental subsidies.
- h) New navigation centers and emergency shelters based on demonstrated need. Demonstrated need for purposes of this paragraph shall be based on the following:
 - (i) The number of available shelter beds in the city, county, or region served by a Continuum of Care.
 - (ii) The number of people experiencing unsheltered homelessness in the homeless point-in-time count.
 - (iii) Shelter vacancy rate in the summer and winter months.
 - (iv) Percentage of exits from emergency shelters to permanent housing solutions.
 - (v) A plan to connect residents to permanent housing.

5) **Agency Contract Coordinator**

The Agency's Contract Coordinator for this Agreement is the Council's HHAP Grant Manager or the Grant Manager's designee. Unless otherwise instructed, any notice, report, or other communication requiring an original Grantee signature for this Agreement shall be mailed to the Agency Contract Coordinator. If there are opportunities to send information electronically, Grantee will be notified via email by the HHAP Grant Manager or the Grant Manager's designee.

The Representatives during the term of this Agreement will be:

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	PROGRAM	GRANTEE
ENTITY:	Business Consumer Services and Housing Agency	County of Riverside-Housing, Homelessness Prevention & Workforce Solutions
SECTION/UNIT:	Homeless Coordinating and Financing Council (HCFC)	
ADDRESS:	915 Capitol Mall Suite 350-A Sacramento, CA, 95814	3403 Tenth Street, Suite 300 Riverside, CA 92501
CONTRACT MANAGER	Victor Duron	Heidi Marshall
PHONE NUMBER:	(916) 510-9442	(951) 955-1161
EMAIL ADDRESS:	Victor.Duron@bcsh.ca.gov	hmarshall@rivco.org

All requests to update the Grantee information listed within this Agreement shall be emailed to the Homeless Coordinating and Financing Council's general email box at hhap@bcsh.ca.gov. The Council reserves the right to change their representative and/or contact information at any time with notice to the Grantee.

6) **Effective Date, Term of Agreement, and Deadlines**

- a) This Agreement is effective upon approval by the Agency (indicated by the signature provided by Agency in the lower left section of page one, Standard Agreement, STD. 213), when signed by all parties.
- b) Contractual Obligation:
 - i) Grantees that are counties must contractually obligate **100 percent** of their full program allocations on or before **May 31, 2023**.
 - ii) Grantees that are cities or continuums of care must contractually obligate no less than **50 percent** of program allocations on or before **May 31, 2023**.
 - iii) Counties that contractually obligate less than 100 percent of program allocations after May 31, 2023 will have their unallocated funds reverted to the CoC that serves the county. Specific to Los Angeles County, funds that are not contractually obligated by this date shall be divided proportionately using the HHAP funding allocation formula among the four CoC's that serve Los Angeles County: City of Glendale CoC, City of Pasadena CoC, the City of Long Beach CoC, and the Los Angeles Homeless Services Authority

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Cities or Continuums of Care that, after May 31, 2023, have contractually obligated less than 50 percent of program allocations must submit and have approved by the Council an alternative disbursement plan as required under (Health & Safety Code, § 50220.5, subdivision (k)(2)).

c) Full Expenditure of HHAP-2 Grant Funds

- i) All HHAP-2 grant funds (**100 percent**) must be expended by **June 30, 2026**. Any funds not expended by that date shall revert to the General Fund (Health & Safety Code, § 50220.5, subdivision (o)).

7) **Special Conditions**

Agency reserves the right to add any special conditions to this Agreement it deems necessary to ensure that the goals of the Program are achieved.


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**Homeless Housing, Assistance, and Prevention Program Round 2 (HHAP-2)
Standard Agreement**

EXHIBIT B

BUDGET DETAIL and DISBURSEMENT PROVISIONS

1) Budget Detail & Changes

The Grantee agrees that HHAP-2 funds shall be expended on uses that support regional coordination and expand or develop local capacity to address immediate homelessness challenges. Such activities must be informed by a best-practices framework focused on moving people experiencing homelessness into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing.

The Grantee shall expend HHAP-2 funds on eligible activities as detailed in the expenditure plan and funding plan submitted with the Grantee's approved application. The Grantee shall submit an updated funding plan with the annual report that revises and reports all actual and projected expenditures of HHAP-2 funds.


a) Budget Changes

- i) Changes may be made to the timing (e.g., fiscal year) of eligible use expenditures without prior approval by the Agency so long as the total expenditures (actual and projected) for each eligible use category remain the same as described in the expenditure plan approved with the Grantee's application.
- ii) Any decrease or increase to the total expenditures for any eligible use category must otherwise be approved by the Council's HHAP-2 Grant Manager or his/her designee, in writing, before the Grantee may expend HHAP-2 funds according to an alternative expenditure plan. The HHAP-2 Grant Manager will respond to Grantee with approval or denial of request. Failure to obtain written approval from the Grant Manager or his/her designee as required by this section may be considered a breach of this Agreement. A breach of this agreement may result in remedies listed within Exhibit C of this agreement.

2) General Conditions Prior to Disbursement

All Grantees must submit the following forms prior to HHAP-2 funds being released:

- Request for Funds Form ("RFF")
- STD 213 Standard Agreement - Two original copies of the signed STD 213 form and initialed Exhibits A through D



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- STD 204 Payee Data Record or Government Agency Taxpayer ID Form

3) Disbursement of Funds

HHAP-2 funds will be disbursed to the Grantee upon receipt, review and approval of the completed Standard Agreement and RFF by Agency, the Department of General Services (DGS) and the State Controller's Office (SCO).

The RFF must include the proposed eligible uses and the amount of funds proposed for expenditure under each eligible use. HHAP-2 funds will be disbursed in a single allocation via mailed check once the RFF has been received by the SCO. Checks will be mailed to the address and contact name listed on the RFF.

4) Expenditure of Funds

Specific requirements and deadlines for contractually obligating and expending awarded funds are set forth in the Homeless Housing, Assistance, and Prevention Program statutes. Health and Safety Code sections 50218.5 and 50220.5 mandate the following:

- a) Up to 5 percent of an applicant's HHAP-2 program allocation may be expended for the following uses that are intended to meet federal requirements for housing funding:
 - i) Strategic homelessness plan, as defined in Section 578.7(c) of Title 24 of the Code of Federal Regulations.
 - ii) Infrastructure development to support coordinated entry systems and Homeless Management Information Systems.
- b) The applicant shall not use more than 7 percent of a HHAP-2 program allocation for administrative costs incurred by the city, county, or Continuum of Care to administer its program allocation. For purposes of this subdivision, "administrative costs" does not include staff or other costs directly related to implementing activities funded by the program allocation.
- c) A program recipient shall use at least 8 percent of the funds allocated under this section for services for homeless youth populations.
- d) Recipients of HHAP-2 funds shall comply with Housing First as provided in Chapter 6.5 (commencing with Section 8255) of Division 8 of the Welfare and Institutions Code.
- e) Grantees that are cities or continuums of care shall contractually obligate no less than 50 percent of HHAP-2 funds by May 31, 2023. If less than 50 percent is

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obligated after May 31, 2023, continuums of care and cities shall not expend any remaining portion of the 50 percent of program allocations required to have been obligated unless and until both of the following occur:

- i) On or before June 30, 2023, the Grantee submits an alternative disbursement plan to HCFC that includes an explanation for the delay and a plan to fully expend these funds by December 31, 2023.
 - ii) HCFC approves the alternative disbursement plan or provides the Grantee with guidance on the revisions needed in order to approve the alternative disbursement plan.
 - iii) If the funds identified in the approved alternative disbursement plan are not fully expended by December 31, 2023, the funds shall be returned to the HCFC for a subsequent round of awards by HCFC.
- f) Grantees that are counties shall contractually obligate the full allocation (100 percent) awarded to them by May 31, 2023. Any funds that are not contractually obligated by this date shall be reverted to the Continuum of Care that serves the county. Specific to Los Angeles County, funds that are not contractually obligated by this date shall be divided proportionately using the HHAP-2 funding allocation formula among the four CoC's that serve Los Angeles County: City of Glendale CoC, City of Pasadena CoC, the City of Long Beach CoC, and the Los Angeles Homeless Services Authority.

Counties not obligating their full program allocation by May 31, 2023 are required to notify HCFC, on or before that date, of the name of the CoC(s) in which the county is served, and the amount of program funds that will be reverted to the CoC(s). By June 30, 2023, the county shall provide HCFC with evidence that the funds were transferred and submit an updated budget that clearly identifies the funds that were transferred.

- g) HHAP-2 funds shall be expended by June 30, 2026
- h) In accordance with Health and Safety Code section 50220.5, subdivision (l), HCFC retains the right to require a corrective action plan of grantees that are not on track to fully expend funds by the statutorily required deadline.
- i) Any funds not expended by June 30, 2026 shall revert to the General Fund.

5) Ineligible Costs

HHAP-2 funds shall not be used for costs associated with activities in violation of any law or for any activities not consistent with the intent of the Program and the eligible uses identified in Health and Safety Code section 50220.5.

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HCFC reserves the right to request additional clarifying information to determine the reasonableness and eligibility of all uses of the funds made available by this Agreement. If the Grantee or its funded subrecipients use HHAP-2 funds to pay for ineligible activities, the Grantee shall be required to reimburse these funds to Agency.

An expenditure which is not authorized by this Agreement, or by written approval of the Grant Manager or his/her designee, or which cannot be adequately documented, shall be disallowed and must be reimbursed to Agency by the Grantee.

HCFC, at its sole and absolute discretion, shall make the final determination regarding the allowability of HHAP-2 fund expenditures.

Program funds shall not be used to supplant existing local funds for homeless housing, assistance, or prevention.

Reimbursements are not permitted in HHAP-2 for any expenditures prior to the date of execution of this Agreement.

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**Homeless Housing, Assistance, and Prevention Program Round 2 (HHAP-2)
Standard Agreement**

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1) Termination and Sufficiency of Funds

a) Termination of Agreement

Agency may terminate this Agreement at any time for cause by giving a minimum of 14 days' notice of termination, in writing, to the Grantee. Cause shall consist of violations of any conditions of this Agreement, any breach of contract as described in paragraph 6 of this Exhibit C; violation of any federal or state laws; or withdrawal of Agency's expenditure authority. Upon termination of this Agreement, unless otherwise approved in writing by Agency, any unexpended funds received by the Grantee shall be returned to Agency within 30 days of Agency's notice of termination.

b) Sufficiency of Funds

This Agreement is valid and enforceable only if sufficient funds are made available to Agency by legislative appropriation. In addition, this Agreement is subject to any additional restrictions, limitations or conditions, or statutes, regulations or any other laws, whether federal or those of the State of California, or of any agency, department, or any political subdivision of the federal or State of California governments, which may affect the provisions, terms or funding of this Agreement in any manner.

2) Transfers

Grantee may not transfer or assign by subcontract or novation, or by any other means, the rights, duties, or performance of this Agreement or any part thereof, except as allowed within Exhibit C Section 12 (Special Conditions – Grantees/SubGrantee) or with the prior written approval of HCFC and a formal amendment to this Agreement to affect such subcontract or novation.

3) Grantee's Application for Funds

Grantee has submitted to HCFC an application for HHAP-2 funds to support regional coordination and expand or develop local capacity to address its immediate homelessness challenges. Agency is entering into this Agreement on the basis of Grantee's facts, information, assertions and representations contained in that application. Any subsequent modifications to the original funding plans submitted within the original application must be requested through the formal HHAP Change Request Process and are subject to approval by HCFC.

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Grantee warrants that all information, facts, assertions and representations contained in the application and approved modifications and additions thereto are true, correct, and complete to the best of Grantee's knowledge. In the event that any part of the application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would substantially affect HCFC approval, disbursement, or monitoring of the funding and the grants or activities governed by this Agreement, then Agency may declare a breach of this Agreement and take such action or pursue such remedies as are legally available.

4) Reporting/Audits

a) Annual Reports

By January 1, 2022, and annually on that date thereafter until all funds have been expended, the Grantee shall submit an annual report to HCFC in a format provided by HCFC. Annual Reports will include a request for data on expenditures and people served with HHAP-2 funding in addition to details on specific projects selected for the use of HHAP-2 funding. If the Grantee fails to provide such documentation, HCFC may recapture any portion of the amount authorized by this Agreement with a 14-day written notification. No later than January 1, 2027, the Grantee shall submit a final report, in a format provided by HCFC, as well as a detailed explanation of all uses of the Program funds.

b) Expenditure Reports

In addition to the annual reports, HCFC requires the Grantee to submit quarterly expenditure reports due no later than 30 days following the end of each fiscal quarter. Grantee shall submit a report to HCFC on a form and method provided by HCFC that includes the ongoing tracking of the specific uses and expenditures of any program funds broken out by eligible uses listed, including the current status of those funds, as well as any additional information HCFC deems appropriate or necessary. If the Grantee fails to provide such documentation, HCFC may recapture any portion of the amount authorized by this Agreement with a 14-day written notification.

c) Reporting Requirements

i) Annual Report: The annual report shall contain detailed information in accordance with Health and Safety Code section 50222, subdivision (a). This information includes the following, as well as any additional information deemed appropriate or necessary by HCFC:

- (1) Data collection shall include, but not be limited to, information regarding individuals and families served, including demographic information, information regarding partnerships among entities or lack thereof, and participant and regional outcomes.

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- (2) The performance monitoring and accountability framework shall include clear metrics, which may include, but are not limited to, the following:
- (a) The number of individual exits to permanent housing, as defined by the United States Department of Housing and Urban Development, from unsheltered environments and interim housing resulting from this funding.
 - (b) Racial equity, as defined by the council in consultation with representatives of state and local agencies, service providers, the Legislature, and other stakeholders.
 - (c) Any other metrics deemed appropriate by the council and developed in coordination with representatives of state and local agencies, advocates, service providers, and the Legislature.
- (3) Data collection and reporting requirements shall support the efficient and effective administration of the program and enable the monitoring of jurisdiction performance and program outcomes.
- ii) Expenditure Report: The expenditure report shall contain data on expenditures of HHAP-2 funding including but not limited to obligated funds, expended funds, interest accrued, and other funds derived from HHAP-2 funding.
 - iii) Final Expenditure Plan: During the final fiscal year of reporting, grantees may be required to include a plan to fully expend HHAP-2 grant funding. This plan must be submitted with the quarterly expenditure report in a format to be provided by HCFC.
 - iv) HCFC may require additional supplemental reporting with written notice to the Grantee.
 - v) Grantee may, at their discretion, fully expend their HHAP-2 allocation prior to the end date of the grant term and will not be required to submit quarterly fiscal reports after the quarter in which their allocation was fully expended.
- d) **Auditing**
Agency reserves the right to perform or cause to be performed a financial audit. At Agency request, the Grantee shall provide, at its own expense, a financial audit prepared by a certified public accountant. HHAP-2 administrative funds may be used to fund this expense. Should an audit be required, the Grantee shall adhere to the following conditions:
- i) The audit shall be performed by an independent certified public accountant.

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- ii) The Grantee shall notify Agency of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by Agency to the independent auditor's working papers.
- iii) The Grantee is responsible for the completion of audits and all costs of preparing audits.
- iv) If there are audit findings, the Grantee must submit a detailed response acceptable to Agency for each audit finding within 90 days from the date of the audit finding report.

5) Inspection and Retention of Records

a) Record Inspection

HCFC or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance under this Agreement. The Grantee agrees to provide HCFC, or its designee, with any relevant information requested. The Grantee agrees to give HCFC or its designee access to its premises, upon reasonable notice and during normal business hours, for the purpose of interviewing employees who might reasonably have information related to such records, and of inspecting and copying such books, records, accounts, and other materials that may be relevant to an investigation of compliance with the Homeless Housing, Assistance, and Prevention Program laws, the HHAP-2 program guidance document published on the website, and this Agreement.

In accordance with Health and Safety Code section 50220.5, subdivision (I), if upon inspection of records HCFC identifies noncompliance with grant requirements HCFC retains the right to impose a corrective action plan on the Grantee.

b) Record Retention

The Grantee further agrees to retain all records described in subparagraph A for a minimum period of five (5) years after the termination of this Agreement.

If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.

6) Breach and Remedies

a) Breach of Agreement

Breach of this Agreement includes, but is not limited to, the following events:

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- i) Grantee's failure to comply with the terms or conditions of this Agreement.
- ii) Use of, or permitting the use of, HHAP-2 funds provided under this Agreement for any ineligible activities.
- iii) Any failure to comply with the deadlines set forth in this Agreement.

b) Remedies for Breach of Agreement

In addition to any other remedies that may be available to Agency in law or equity for breach of this Agreement, Agency may:

- i) Bar the Grantee from applying for future HHAP funds;
 - ii) Revoke any other existing HHAP-2 award(s) to the Grantee;
 - iii) Require the return of any unexpended HHAP-2 funds disbursed under this Agreement;
 - iv) Require repayment of HHAP-2 funds disbursed and expended under this Agreement;
 - v) Require the immediate return to Agency of all funds derived from the use of HHAP-2 funds
 - vi) Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or participation in the technical assistance in accordance with HHAP-2 requirements.
- c) All remedies available to Agency are cumulative and not exclusive.
- d) Agency may give written notice to the Grantee to cure the breach or violation within a period of not less than 15 days.

7) Waivers

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of Agency to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Grantee of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of Agency to enforce these provisions.

8) Nondiscrimination

During the performance of this Agreement, Grantee and its subrecipients shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age

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(over 40), genetic information, marital status, military and veteran status, and denial of medical and family care leave or pregnancy disability leave. Grantees and Sub grantees shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subrecipients shall comply with the provisions of California's laws against discriminatory practices relating to specific groups: the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.); the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.); and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, §§ 11135 - 11139.5). Grantee and its subrecipients shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

9) Conflict of Interest

All Grantees are subject to state and federal conflict of interest laws. For instance, Health and Safety Code section 50220.5, subdivision (i) states, " For purposes of Section 1090 of the Government Code, a representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county."

Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Additional applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411.

- a) **Current State Employees:** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent Grantee with any State agency to provide goods or services.
- b) **Former State Employees:** For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same

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general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.

- c) Employees of the Grantee: Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the a Political Reform Act of 1974 (Gov. Code, § 81000 et seq.).
- d) Representatives of a County: A representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county.

10) Drug-Free Workplace Certification

Certification of Compliance: By signing this Agreement, Grantee hereby certifies, under penalty of perjury under the laws of State of California, that it and its subrecipients will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

Publish a statement notifying employees and subrecipients that unlawful manufacture distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, Grantees, or subrecipients for violations, as required by Government Code section 8355, subdivision (a)(1).

- a) Establish a Drug-Free Awareness Program, as required by Government Code section 8355, subdivision (a)(2) to inform employees, Grantees, or subrecipients about all of the following:
 - i) The dangers of drug abuse in the workplace;
 - ii) Grantee's policy of maintaining a drug-free workplace;
 - iii) Any available counseling, rehabilitation, and employee assistance program; and
 - iv) Penalties that may be imposed upon employees, Grantees, and subrecipients for drug abuse violations.
- b) Provide, as required by Government Code section 8355, subdivision (a)(3), that every employee and/or subrecipient that works under this Agreement:
 - i) Will receive a copy of Grantee's drug-free policy statement, and

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- ii) Will agree to abide by terms of Grantee's condition of employment or subcontract.

11) Child Support Compliance Act

For any Contract Agreement in excess of \$100,000, the Grantee acknowledges in accordance with Public Contract Code 7110, that:

- a) The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b) The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

12) Special Conditions – Grantees/Subgrantee

The Grantee agrees to comply with all conditions of this Agreement including the Special Conditions set forth in Exhibit D. These conditions shall be met to the satisfaction of Agency prior to disbursement of funds. The Grantee shall ensure that all Subgrantees are made aware of and agree to comply with all the conditions of this Agreement and the applicable State requirements governing the use of HHAP-2 funds. Failure to comply with these conditions may result in termination of this Agreement.

- a) The Agreement between the Grantee and any Subgrantee shall require the Grantee and its Subgrantees, if any, to:
 - i) Perform the work in accordance with Federal, State and Local housing and building codes, as applicable.
 - ii) Maintain at least the minimum State-required worker's compensation for those employees who will perform the work or any part of it.
 - iii) Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount that is reasonable to compensate any person, firm or corporation who may be injured or damaged by the Grantee or any Subgrantee in performing the Work or any part of it.
 - iv) Agree to include all the terms of this Agreement in each subcontract.

13) Compliance with State and Federal Laws, Rules, Guidelines and Regulations

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The Grantee agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, and all other matters applicable and/or related to the HHAP-2 program, the Grantee, its subrecipients, and all eligible activities.

Grantee shall also be responsible for obtaining any and all permits, licenses, and approvals required for performing any activities under this Agreement, including those necessary to perform design, construction, or operation and maintenance of the activities. Grantee shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental protection, procurement, and safety laws, rules, regulations, and ordinances. Grantee shall provide copies of permits and approvals to HCFC upon request.

14) Inspections

- a) Grantee shall inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.
- b) HCFC reserves the right to inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.
- c) Grantee agrees to require that all work that is determined based on such inspections not to conform to the applicable requirements be corrected and to withhold payments to the subrecipient until it is corrected.

15) Litigation

- a) If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of Agency, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are and shall be deemed severable.
- b) The Grantee shall notify HCFC immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or Agency, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of Agency.

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**Homeless Housing, Assistance, and Prevention Program Round 2 (HHAP-2)
Standard Agreement**

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

- 1) All proceeds from any interest-bearing account established by the Grantee for the deposit of HHAP-2 funds, along with any interest-bearing accounts opened by subrecipients to the Grantee for the deposit of HHAP-2 funds, must be used for HHAP-2-eligible activities and reported on as required by Agency.
- 2) Per Health and Safety Code Section 50220.5 (g), any housing-related activities funded with HHAP-2 funds, including but not limited to emergency shelter, rapid-rehousing, rental assistance, transitional housing and permanent supportive housing, must be in compliance or otherwise aligned with the core components of Housing First, as described in Welfare and Institutions Code section 8255, subdivision (b). Individuals and families assisted with these funds must not be required to receive treatment or perform any other prerequisite activities as a condition for receiving shelter, housing, or other services for which these funds are used. In addition, HHAP-2 funding shall be used to adopt a Housing First approach within the entire local homelessness response system, including outreach and emergency shelter, short-term interventions like rapid re-housing, and longer-term interventions like supportive housing.
- 3) Grantee shall utilize its local Homeless Management Information System (HMIS) to track HHAP-2-funded projects, services, and clients served. Grantee will ensure that HMIS data are collected in accordance with applicable laws and in such a way as to identify individual projects, services, and clients that are supported by HHAP-2 funding (e.g., by creating appropriate HHAP-2-specific funding sources and project codes in HMIS).
- 4) Grantee shall participate in and provide data elements, including, but not limited to, health information, in a manner consistent with federal law, to the statewide Homeless Management Information System (known as the Homeless Data Integration System or "HDIS"), in accordance with their existing Data Use Agreement entered into with the Council, if any, and as required by Health and Safety Code section 50220.6. Any health information provided to, or maintained within, the statewide Homeless Management Information System shall not be subject to public inspection or disclosure under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code). For purposes of this paragraph, "health information" means "protected health information," as defined in Part 160.103 of Title 45 of the Code of Federal Regulations, and "medical information," as defined in subdivision (j) of Section 56.05 of the Civil Code. The Council may, as required by operational

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necessity, amend or modify required data elements, disclosure formats, or disclosure frequency.

- 5) Grantee shall include in their annual report and upon request from HCFC an update on progress towards meeting goals provided within Section 4: HHAP Round 2 Goals of the HHAP-2 application. Grantees will report on these goals in a manner and format provided to Grantee by HCFC.
- 6) Grantee agrees to accept technical assistance as directed by HCFC or by a contracted technical assistance provider acting on behalf of HCFC and report to HCFC on programmatic changes the grantee will make as a result of the technical assistance and in support of their grant goals.
- 7) Grantee agrees to demonstrate a commitment to racial equity and, per Section 50222 (a)(2)(B), the grantee shall use data provided through HDIS to analyze racial disproportionality in homeless populations and, in partnership with HCFC, establish clear metrics and performance monitoring for achieving equity in provision of services and outcomes for Black, Native, and Indigenous, Latinx, Asian, Pacific Islanders and other People of Color who are disproportionately impacted by homelessness and COVID-19
- 8) Grantee should establish a mechanism for people with lived experience of homelessness to have meaningful and purposeful opportunities to inform and shape all levels of planning and implementation, including through opportunities to hire people with lived experience.

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Homeless Housing, Assistance, and Prevention Program Round 2 (HHAP-2)

Standard Agreement

EXHIBIT E

STATE OF CALIFORNIA GENERAL TERMS AND CONDITIONS

This exhibit is incorporated by reference and made part of this agreement. The General Terms and Conditions (GTC 04/2017) can be viewed at the following link:

<https://www.dgs.ca.gov/-/media/Divisions/OLS/Resources/GTC-April-2017-FINALapril2017.pdf?la=en&hash=3A64979F777D5B9D35309433EE81969FD69052D2>

In the interpretation of this Agreement, any inconsistencies between the State of California General Terms and Conditions (GTC - 04/2017) and the terms of this Agreement and its exhibits/attachments shall be resolved in favor of this Agreement and its exhibits/attachments.


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CALIFORNIA HOMELESS COORDINATING AND FINANCING COUNCIL

Business, Consumer Services and Housing Agency
Gavin Newsom, Governor | Lourdes M. Castro Ramírez, Secretary

To: All Potential Applicants

From: Alicia Sutton, Deputy Secretary for Homelessness

Date: November 13, 2020

Subject: Homeless Housing, Assistance and Prevention (HHAP) Round 2
Notice of Funding Availability

A handwritten signature in black ink that reads "Alicia Sutton".

The Homeless Coordinating and Financing Council (HCFC) is pleased to announce the availability of \$300 million in Homeless Housing, Assistance and Prevention Round 2 (HHAP-2) grant funding. This second round of HHAP funding was authorized by AB 83 (Committee on Budget, Chapter 15, Statutes of 2020) and was signed into law by Governor Gavin Newsom on June 29, 2020. Building on the regional coordination created through previous HCFC grant funding, this funding is intended to support local jurisdictions in their unified regional response to reduce and end homelessness.

Eligible applicants for this funding include California's 13 largest cities, 58 counties, and 44 Continuums of Care. Eligible applicants may redirect their full grant allocation to another eligible applicant in the region in lieu of directly applying. However, eligible applicants redirecting their allocations are still expected to be involved in the planning and monitoring of HHAP projects.

Applicants must notify HCFC of their intent to redirect their grant allocations by submitting an Intent to Redirect form to hcfc@bcsh.ca.gov by 5pm on November 23, 2020. Applicants receiving redirected funds must also submit a binding resolution or agreement that is signed by all parties acknowledging the redirection as part of their joint application submission.

The HHAP Round 2 application will be available no later than November 30, 2020, and applications will be due 60 days after the application becomes available. HCFC will notify eligible applicants once the application is available and provide guidance on how to successfully complete and submit applications. HCFC will have 60 days after receiving a complete application to approve or request amendments to the application. If application amendments are required, grantees will have 45 days to respond to the request for amendments, and HCFC will have 30 days to approve the amended

application. Final applications will be posted on the HCFC website within 30 days of award disbursement.

The application will require applicants to provide information on: (1) their homelessness response system gaps assessment, (2) how their region has collaboratively targeted existing homelessness resources, (3) how they intend to use HHAP-2 funding to address identified gaps and augment current investments, (4) the specific and measurable goals they have for their HHAP-2 investments, (5) how they intend to conduct their local project selection process to ensure equitable access and targeted intervention spending, (6) the efforts they have made and will continue to make to ensure they are advancing racial equity at every level of their homelessness response system, (7) how they will use HHAP-2 to continue to strengthen regional collaboration and partnership, and (8) their commitment to ensuring compliance with a Housing First approach.

Upon release of the application, HCFC will provide additional program guidance and host a webinar to review the HHAP-2 NOFA and Application to ensure all applicants are fully prepared to provide a thorough and informative application.

For questions and assistance, please contact hcfc@bcsh.ca.gov and reference "HHAP-2 Application" in the subject line.

Homeless Housing, Assistance and Prevention Program
ROUND 2

Notice of Funding Availability (NOFA)



CALIFORNIA
HOMELESS COORDINATING
AND FINANCING COUNCIL

Gavin Newsom, Governor

Lourdes M. Castro Ramírez, Secretary
Business, Consumer Services and Housing Agency

Ali Sutton, Deputy Secretary for Homelessness
Homeless Coordinating and Financing Council

915 Capitol Mall, Ste 350-A, Sacramento, CA 95814
Telephone: (916) 651-7995
Website: <https://www.bcsch.ca.gov/hcfc/grants.html>

HHAP Round 2 Program Email: HCFC@BCSH.ca.gov

November 13, 2020

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OVERVIEW

DATE:	November 13, 2020
MEMORANDUM FOR:	ALL POTENTIAL APPLICANTS
FROM:	Lourdes M. Castro Ramírez Business, Consumer Services and Housing Agency
SUBJECT:	NOTICE OF FUNDING AVAILABILITY HOMELESS HOUSING, ASSISTANCE AND PREVENTION (HHAP) PROGRAM – ROUND 2

The Homeless Coordinating and Financing Council (HCFC) is pleased to announce the availability of Homeless Housing, Assistance and Prevention (HHAP) Program Round 2 grant funding. HHAP Round 2 is a \$300 million block grant program authorized by AB 83 (Committee on Budget, Chapter 15, Statutes of 2020), which was signed into law by Governor Gavin Newsom on June 29, 2020. Applications for Round 2 funding will be available to eligible applicants no later than November 30, 2020 and will be due 60 days after applications become available. HCFC will notify eligible applicants when the application becomes available.

PURPOSE AND PROGRAM OBJECTIVES

HCFC strongly encourages applicants to prioritize the use of HHAP funds to assist people experiencing literal homelessness move into safe, stable housing, with a particular focus on rehousing individuals currently living in Project Roomkey (PRK) sites. HHAP funding should be housing-focused -- either funding permanent housing interventions directly or, if used for shelter or street outreach, have clear pathways to connect people to permanent housing options.

HHAP Round 2 is designed to build on regional coordination developed through previous rounds of HCFC Homeless Emergency Aid Program (HEAP), HHAP, and COVID-19 funding. Round 2 funds should be used to continue to build regional coordination and a unified regional response to reduce and end homelessness. In order to successfully reduce homelessness through this funding, HCFC also expects applicants to:

- Strategically pair these funds with other local, state, and federal funds to reduce and end homelessness as laid out in the [Guide to Strategic Uses of Key State and Federal Funds to Reduce Homelessness During the COVID-19 Pandemic](#).
- Demonstrate a commitment to address racial disproportionality in homeless populations and achieve equitable provision of services for Black, Native, and Indigenous, Latinx, Asian, Pacific Islanders and other People of Color who are disproportionately impacted by homelessness and COVID-19.

- Establish a mechanism for people with lived experience of homelessness to have meaningful and purposeful opportunities to inform and shape all levels of planning and implementation, including through opportunities to hire people with lived experience.
- Fund projects that provide housing and services that are Housing First compliant, per Health and Safety Code Section 50220.5 (g) and delivered in a low barrier, trauma informed, and culturally responsive manner. Individuals and families assisted with these funds must not be required to receive treatment or perform any other prerequisite activities as a condition for receiving shelter, housing, or other services for which these funds are used. Housing First should be adopted within the entire local homelessness response system, including outreach and emergency shelter, short-term interventions like rapid re-housing, and longer-term interventions like supportive housing.

ELIGIBLE APPLICANTS

Eligible applicants who may apply for HHAP program funds are the same as those in HHAP Round 1: California's Continuums of Care (CoC), as identified by the United States Department of Housing and Urban Development (HUD), large cities (with a population of 300,000 or more as of January 1, 2020), and counties. Successful applicants will administer their own funds separately, but they are required to coordinate with other applicants in the region to create a coordinated regional response.

Individual persons, cities (not identified as one of the 13 large cities), and nonprofit organizations (that are not CoCs) are not eligible to apply directly to HCFC for HHAP funds. Those interested in receiving HHAP funds who are not eligible applicants should apply directly to their local CoCs, large cities, and counties through applicable local selection processes. HCFC encourages interested parties to collaborate with their local eligible applicants to determine the best use of funds and to understand how funds will be awarded and disbursed. HCFC also encourages applicants to consider how these funds are accessible to smaller and non-traditional organizations that have historically served communities of color but may not have previously participated formally in the CoC and may not be a part of the homelessness provider community.

Redirections

An eligible applicant may redirect its program allocation to another eligible applicant in the region in lieu of directly applying for their program allocation. Multiple eligible applicants may redirect their allocations to the same entity in order to submit a joint regional application. Eligible applicants redirecting their allocations are still expected to be involved in the planning and monitoring of HHAP projects.

As in HHAP Round 1, applicants must notify HCFC of their intent to redirect within 10 calendar days of the release of this NOFA by filling out and submitting an

Intent to Redirect form to HCFC@bcsh.ca.gov (see Appendix C). In addition to this, the following requirements must be adhered to when redirecting funds:

- (1) The jurisdiction must redirect their entire HHAP program allocation to a single CoC, large city (if applicable), or county that serves the same region.
- (2) Redirected funds shall be used in the jurisdiction entitled to the funds or to provide regional housing or services that serve the population living in the jurisdiction entitled to the funds.
- (3) The eligible applicant receiving funds must clearly identify the intended use of the redirected funds in their program application.
- (4) The eligible applicant receiving funds must comply with expenditure deadlines. For example, if a large city receives funds from a county, the entire county program allocation must be contractually obligated by May 31, 2023. Funds not contractually obligated by this date would then revert to the CoC serving that region.
- (5) Each eligible applicant who is party to a redirection must submit either a binding resolution or a joint agreement that redirects the funds from one entity to the other such as: governing board resolutions or joint Memorandum of Understanding (MOU), etc. Evidence of such an agreement/ resolution must be submitted by the Round 2 application deadline.

AVAILABLE FUNDING

HHAP Round 2 funding will be made available as non-competitive allocations according to the applicant's classification as either a CoC, large city, or county, as follows:

Eligible Applicants	Funding Amount
44 Continuums of Care (CoCs)	\$90,000,000
13 large cities/cities that are also counties with populations over 300,000	\$130,000,000
58 counties	\$80,000,000

Individual allocations for each of the eligible applicants are based on their proportionate share of the state's homeless population as reported by the HUD in the 2019 Point-In-Time (PIT) count (unless the applicant was previously approved to use 2017 PIT count data). Allocation amounts can be found on the HCFC website and in Appendix B of this NOFA.

APPLICATION TIMELINE

The HHAP Round 2 application will be available online no later than November 30, 2020, and applications will be due 60 days after the application becomes available. Eligible applicants will be notified when the application becomes available. Applicants are encouraged to engage with HCFC prior to submitting their applications to ensure they submit a complete application. HCFC will also provide technical assistance to applicants as they determine how to best utilize

their funding to reduce and end homelessness. Submitted applications will be reviewed on a rolling basis as they are received.

The following statutorily mandated time frames apply to the application and award process:

Action	Timeframe
Applications Available	No later than November 30, 2020
Applications Due	60 days after application made available (no later than 1/29/21)
HCFC approves or requests amended application	Within 60 days of receiving a completed application (no later than 3/30/21)
Grantees respond to request for amended application	Within 45 days of request (no later than 5/14/21)
HCFC approves amended applications	Within 30 days of receipt (no later than 6/13/21)
Approved applications posted online	Within 30 days of award disbursement

APPLICATION PROCESS & ELIGIBLE USES

APPLICATION REQUIREMENTS

Applicants will be required to provide the following information pursuant to Health and Safety Code Section 50220.5(b)(1)-(7):

1. A demonstration of how the jurisdiction has coordinated, and will continue to coordinate, with other jurisdictions, particularly regarding their share of the regional need to address homelessness, and how the requested funds will help meet the jurisdiction's share of that need and coordinate with other regional funding.
2. Identification of all funds currently being used or anticipated to be used by the applicant to provide housing and homelessness services for the homeless populations in the jurisdiction, including all federal, state, and local funds. Funds described in this paragraph specifically includes funding made available under the federal Emergency Solutions Grants Program (42 U.S.C. Sec. 11371 et seq.), the federal Community Development Block Grant Program (42 U.S.C. Sec. 5301 et seq.), or the federal Coronavirus Relief Fund (42 U.S.C. Sec. 801) pursuant to the federal Coronavirus Aid, Relief, and Economic Security Act (Public Law 116-136) where applicable.
3. An assessment of the current number of people experiencing homelessness, existing programs and funding which address homelessness within the jurisdiction, and a detailed identification of gaps in housing and homeless

services for the homeless populations in the jurisdiction utilizing any relevant and available data from the United States Department of Housing and Urban Development homeless point-in-time count, continuum of care housing inventory count, longitudinal systems analysis, and Stella tools, as well as any recently conducted local needs assessments.

4. An outline of proposed uses of funds requested and an explanation of how the proposed use of funds will complement the funds described in paragraph (2) and equitably close the gaps identified pursuant to paragraph (3).
5. A list of clearly defined and measurable goals, including, but not limited to, the number of individuals to be served and, of those served, the number to be successfully placed in permanent housing as a result of requested funding.
6. Evidence of connection with the local homeless coordinated entry system.
7. An agreement to participate in a statewide Homeless Data Integration System, and to enter individuals served by this funding into the local Homeless Management Information System, in accordance with local protocols.

Detailed guidance on components of the application will be provided in a forthcoming HHAP Round 2 Application Instructions and Program Guidance.

Funding Proposals

HCFC expects that if applicants intend to subcontract their HHAP round 2 funding, they ensure that their local selection processes promote racial equity and that local applicants, including those from underrepresented backgrounds, have the support they need to be competitive applicants for funding. HCFC expects applicants to consider how their local selection process includes prioritization for projects that are addressing the disproportionate impacts that homelessness and COVID-19 have on communities of color, particularly Black, Latinx, Asian, Pacific Islander, and Native and Indigenous communities.

When a local selection process is still pending at the time of application, applicants must commit to spending funds within specified eligible uses and describe plans for the type of projects expected to be funded within those eligible uses. Applicants must also specify which needs identified through their local gaps assessment will be met by their proposed use of HHAP Round 2 funds.

Application Submission and Award Process

The HHAP Round 2 application will be available and must be completed via an online portal. All required application documents must be submitted within 60 days of the application being made available. Instructions and other guidance

to assist in completing the online application form will be available on the HCFC website once the application is released. Upon submission of the online application, the applicant will receive a confirmation email that includes a copy of their application and details about the next steps in the application process.

HHAP grant applications will be reviewed upon receipt of a complete application submission. Within 60 days of receiving a complete application, the applicant will be notified of whether the application is approved or if amendments are required. The HHAP Round 2 Application Instructions and Program Guidance will provide further guidance about how HCFC will evaluate applications and determine whether application amendments are required.

If HCFC requires an amended application, the applicant must respond within 45 days of receiving notification of required amendments. HCFC will notify applicants of their approval within 30 days of receiving their amended application.

Upon approval of the application, the applicant will receive an award package including: an award letter, a standard agreement, and a request for funds form. The applicant will have 30 days to complete and return these documents. After these completed documents have been received, HCFC will initiate the award disbursement process. Funds will be issued directly to the entity name and address listed on the request for funds form and will include the applicant's individual allocation plus any applicable redirected allocations.

Final applications for HHAP Round 2 funding will be posted to the HCFC website within 30 days of award disbursement to the applicant.

ELIGIBLE USES

HHAP Round 2 requires grantees to expend funds on evidence-based solutions that prevent, reduce and end homelessness. Grantees may not use HHAP grant funding to supplant existing local funds for homeless housing, assistance, or prevention, and funds must be expended in compliance with Housing First requirements per Health and Safety Code Section 50220.5(g).

As stated in Health and Safety Code Section 50220.5 (d), HHAP round 2 funds must be expended on one or more of the following eligible uses:

1. Rapid rehousing, including rental subsidies and incentives to landlords, such as security deposits and holding fees
2. Operating subsidies in new and existing affordable or supportive housing units, emergency shelters, non-congregant shelters, interim or bridge housing, and navigation centers. Operating subsidies may include operating reserves.

3. Street outreach to assist persons experiencing homelessness to access permanent housing and services.
4. Services coordination, which may include access to workforce, education, and training programs, or other services needed to promote housing stability in supportive housing.
5. Systems support for activities necessary to create regional partnerships and maintain a homeless services and housing delivery system, particularly for vulnerable populations including families and homeless youth.
6. Delivery of permanent housing and innovative solutions, such as hotel and motel conversions
7. Prevention and shelter diversion including crisis resolution, mediation and conflict resolution, creative problem solving, connection to mainstream resources, and light-touch financial assistance that directly results in a housing solution.
8. New navigation centers and emergency shelters, with clients obtaining housing as the primary goal, based on demonstrated need in consideration of the following:
 - a. The number of available shelter beds in the city, county, or region served by a continuum of care;
 - b. The number of people experiencing unsheltered homelessness in the homeless point-in-time count;
 - c. Shelter vacancy rate in the summer and winter months;
 - d. Percentage of exits from emergency shelters to permanent housing solutions; and
 - e. A plan to connect residents to permanent housing.

Health and Safety Code Section 50218.5(f) requires that a program recipient use at least 8 percent of its allocation for services for homeless youth populations, which are defined as unaccompanied youth who are between 12 and 24 years old and experiencing homelessness. Funds spent under this provision must still comply with the eligible use requirements of Health and Safety Code Section 50220.5 (d).

Health and Safety Code Section 50220.5(e)-(f) allows funds to be spent for the following additional purposes, and mandates that grantees comply with the following restrictions:

- No more than 5 percent of an applicant's program allocation may be expended on a strategic homelessness plan (as defined in Section 578.7(c) of Title 24 of the Code of Federal Regulations) and/or infrastructure development to support coordinated entry systems and Homeless Management Information Systems; and

- **No more than 7 percent** of an applicant's Round 2 program allocation may be expended on administrative costs incurred by the city, county, or continuum of care to administer its program allocation. "Administrative costs" does not include staff or other costs directly related to implementing activities funded by the program allocation.

MONITORING, DOCUMENTATION, AND REPORTING

REQUIREMENTS

Administrative Entities must be able to demonstrate that HHAP funds are expended on eligible uses to benefit members of the target population. HCFC will include additional information on monitoring and reporting requirements in the HHAP Round 2 Application Instructions, Program Guidance and the standard agreement executed prior to distribution of HHAP funds to each CoC, large city, and county. In addition to HCFC's monitoring and reporting requirements, it is expected that CoCs, large cities, and counties will provide direct oversight of subrecipients of HHAP funds and ensure that subrecipients comply with HHAP program funding requirements.

As stated in Health and Safety Code Section 50222, grantees must report on the following for both rounds of HHAP program allocations annually beginning in 2021 for HHAP Round 1 and in 2022 for HHAP Rounds 1 and 2:

- Individuals and families served, including demographic information
- Partnerships among entities or lack thereof
- Participant and regional outcomes
- The number of individual exits to permanent housing from unsheltered environments and interim housing resulting from this funding
- Racial equity
- Any other metrics deemed appropriate by HCFC

The first annual report of HHAP Round 2 allocations will be due on January 1, 2022 and annually thereafter until all funds have been expended. A final annual report is due by January 1, 2027.

Grantees will also be required to report on funds cumulatively obligated and expended each fiscal quarter, beginning with the quarter the standard agreement was fully executed unless otherwise directed by HCFC.

Counties must submit confirmation that 100 percent of program funds have been contractually obligated by May 31, 2023. Any funds that are not contractually obligated by this date will be reverted to the CoC that serves the county. Specific to Los Angeles County, funds that are not contractually obligated by this date shall be divided proportionately using the HHAP funding allocation formula among the four CoCs that serve Los Angeles County: City of

Glendale CoC, City of Pasadena CoC, the City of Long Beach CoC, and the Los Angeles Homeless Services Authority.

CoCs and large cities must submit confirmation that no less than 50 percent of program funds have been contractually obligated by May 31, 2023. If less than 50 percent of program funds have been contractually obligated after May 31, 2023, grantees that are large cities and CoCs must not obligate or expend the difference of remaining funds within the 50 percent required obligation amount until the following occurs [Health and Safety Code Section 50220.5 (k)(2)]:

- On or before June 30, 2023, the grantee must submit an alternative disbursement plan that includes an explanation for the delay and a plan to fully expend these funds by December 31, 2023. The grantee must also submit an updated budget.
- Agency must approve this alternative disbursement plan and will have until July 31, 2023 to review and approve or deny submitted plans. If the funds identified in the approved alternative disbursement plan are not fully expended by December 31, 2023, the funds shall be returned to HCFC for a subsequent round of awards.

By June 30, 2026, 100 percent of HHAP Round 2 funds must be fully expended. HCFC will use the information collected from quarterly/annual reports and through communication with grantees to ensure that grantees are on track to expend 100 percent of program funds by June 30, 2026. Any remaining amounts of program allocation funds not expended by the June 30, 2026 deadline shall revert to, and be paid and deposited in, the General Fund.

Participation in Statewide HDIS

Health and Safety Code Section 50220.5(b)(7) mandates that all applicants agree to participate in the statewide **Homeless Data Integration System (HDIS)**, when it becomes available, and to enter individuals served by this funding into the local Homeless Management Information System (HMIS). Health and Safety Code Section 50220.6 details specifications related to the data elements to be provided to the statewide HDIS.

Housing First Requirement

Health and Safety Code Section 50220.5(g) mandates that all recipients of round 2 program allocation shall comply with Housing First as provided in Chapter 6.5 (commencing with Section 8255) of Division 8 of the Welfare and Institutions Code.

FURTHER INFORMATION

Additional information including the HHAP Program Guidance, Online Application Form Instructions, and a list of upcoming workshops can be found on the HHAP website: https://www.bcsd.ca.gov/hcfc/hhap_program.html.

If you have questions, please direct them to the HCFC inbox at HCFC@BCSH.ca.gov.

APPENDIX A: DEFINITIONS

Per Health and Safety Code Section 50216(a-q), the following definitions apply to HHAP Round 2 funding:

- (a) "**Agency**" means the Business, Consumer Services and Housing Agency.
- (b) "**Applicant**" means a continuum of care, city, or county.
- (c) "**City**" means a city or city and county that is legally incorporated to provide local government services to its population. A city can be organized either under the general laws of this state or under a charter adopted by the local voters.
- (d) "**Continuum of Care**" means the same as defined by the United States Department of Housing and Urban Development at Section 578.3 of Title 24 of the Code of Federal Regulations.
- (e) "**Coordinated Entry System**" means a centralized or coordinated process developed pursuant to Section 578.7 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019, designed to coordinate homelessness program participant intake, assessment, and provision of referrals. In order to satisfy this subdivision, a centralized or coordinated assessment system shall cover the geographic area, be easily accessed by individuals and families seeking housing or services, be well advertised, and include a comprehensive and standardized assessment tool.
- (f) "**Council**" means the Homeless Coordinating and Financing Council created pursuant to Section 8257 of the Welfare and Institutions Code.
- (g) "**Emergency shelter**" has the same meaning as defined in subdivision (e) of Section 50801.
- (h) "**Homeless**" has the same meaning as defined in Section 578.3 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019.
- (i) "**Homeless Data Integration System**" is a technology solution that allows the State of California to access and compile standardized homelessness data collected by individual Continuums of Care (CoCs) in order to make data-driven policy decisions aimed at preventing and ending homelessness in California.
- (j) "**Homeless Management Information System**" means the information system designated by a continuum of care to comply with federal reporting requirements as defined in Section 578.3 of Title 24 of the Code of Federal Regulations. The term "Homeless Management Information System" also includes the use of a comparable database by a victim services provider or legal services provider that is permitted by the federal government under Part 576 of Title 24 of the Code of Federal Regulations.

- (k) "**2019 Homeless point-in-time count**" means the 2019 homeless point-in-time count pursuant to Section 578.3 of Title 24 of the Code of Federal Regulations.
- (l) "**Homeless youth**" means an unaccompanied youth between 12 and 24 years of age, inclusive, who is experiencing homelessness, as defined in subsection (2) of Section 725 of the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11434a(2)). "Homeless youth" includes unaccompanied youth who are pregnant or parenting.
- (m) "**Housing First**" has the same meaning as in Section 8255 of the Welfare and Institutions Code, including all core components listed therein.
- (n) "**Jurisdiction**" means a city, city that is also a county, county, or continuum of care, as defined in this section.
- (o) "**Navigation center**" means a Housing First, low-barrier, service-enriched shelter focused on moving homeless individuals and families into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing.
- (p) "**Program**" means the Homeless Housing, Assistance, and Prevention program established pursuant to this chapter.
 - (1) "**Round 1**" of the program means the funding allocated under the program with moneys appropriated during the fiscal year beginning on July 1, 2019.
 - (2) "**Round 2**" of the program means the funding allocated under the program with moneys appropriated during the fiscal year beginning on July 1, 2020.
- (q) "**Program allocation**" means the portion of program funds available to expand or develop local capacity to address immediate homelessness challenges.
- (r) "**Recipient**" means a jurisdiction that receives funds from the agency for the purposes of the program.

APPENDIX B: ALLOCATIONS



HOMELESS HOUSING, ASSISTANCE, AND PREVENTION (HHAP) ROUND 2 ALLOCATIONS

CONTINUUM OF CARE	ALLOCATION
Alpine, Inyo, Mono Counties CoC	\$ 250,000.00
Amador, Calaveras, Mariposa, Tuolumne Counties CoC	\$ 470,994.00
Bakersfield/Kern County CoC	\$ 741,328.00
Chico, Paradise/Butte County CoC	\$ 705,655.00
Colusa, Glenn, Trinity Counties CoC	\$ 250,000.00
Daly/San Mateo County CoC	\$ 842,773.00
Davis, Woodland/Yolo County CoC	\$ 365,090.00
El Dorado County CoC	\$ 341,680.00
Fresno City & County/Madera County CoC	\$ 1,397,933.00
Glendale CoC	\$ 250,000.00
Humboldt County CoC	\$ 948,677.00
Imperial County CoC	\$ 787,591.00
Lake County CoC	\$ 250,000.00
Long Beach CoC	\$ 1,055,696.00
Los Angeles City & County CoC	\$ 31,357,060.00
Marin County CoC	\$ 576,341.00
Mendocino County CoC	\$ 437,551.00
Merced City & County CoC	\$ 338,893.00
Napa City & County CoC	\$ 250,000.00
Nevada County CoC	\$ 250,000.00
Oakland, Berkeley/Alameda County CoC	\$ 4,471,378.00
Oxnard, San Buenaventura/Ventura County CoC	\$ 930,283.00
Pasadena CoC	\$ 302,105.00
Redding/Shasta, Siskiyou, Lassen, Plumas, Del Norte, Modoc, Sierra Counties CoC	\$ 751,918.00
Richmond/Contra Costa County CoC	\$ 1,279,209.00
Riverside City & County CoC	\$ 1,566,822.00
Roseville, Rocklin/Placer County CoC	\$ 343,909.00
Sacramento City & County CoC	\$ 3,099,643.00
Salinas/Monterey, San Benito Counties CoC	\$ 1,507,181.00
San Bernardino City & County CoC	\$ 1,453,114.00
San Diego City and County CoC *	\$ 5,105,688.00
San Francisco CoC	\$ 4,478,625.00
San Jose/Santa Clara City & County CoC	\$ 5,410,022.00
San Luis Obispo County CoC	\$ 826,609.00
Santa Ana, Anaheim/Orange County CoC	\$ 3,823,692.00
Santa Maria/Santa Barbara County CoC	\$ 1,004,973.00
Santa Rosa, Petaluma/Sonoma County CoC	\$ 1,644,856.00
Stockton/San Joaquin County CoC	\$ 1,466,492.00
Tehama County CoC	\$ 250,000.00
Turlock, Modesto/Stanslaus County CoC	\$ 1,071,860.00
Vallejo/Solano County CoC	\$ 641,555.00
Visalia/Kings, Tulare Counties CoC	\$ 593,062.00
Watsonville/Santa Cruz City & County CoC	\$ 1,207,863.00
Yuba City & County/Sutter County CoC	\$ 401,878.00

CITY	ALLOCATION
Anaheim	\$ 3,981,386.00
Bakersfield	\$ 1,543,803.00
Fresno	\$ 2,911,171.00
Long Beach	\$ 2,198,468.00
Los Angeles	\$ 55,575,000.00
Oakland	\$ 9,311,568.00
Riverside	\$ 3,262,879.00
Sacramento	\$ 6,454,953.00
San Diego *	\$ 10,632,506.00
San Francisco	\$ 9,326,658.00
San Jose	\$ 11,266,278.00
Santa Ana	\$ 3,981,386.00
Stockton	\$ 3,053,944.00

COUNTY	ALLOCATION
Alameda	\$ 4,002,153.00
Alpine	\$ -
Amador	\$ 106,764.00
Butte	\$ 631,604.00
Calaveras	\$ 92,795.00
Colusa	\$ 27,938.00
Contra Costa	\$ 1,144,969.00
Del Norte	\$ 91,797.00
El Dorado	\$ 305,824.00
Fresno	\$ 1,063,150.00
Glenn	\$ 28,437.00
Humboldt	\$ 849,123.00
Imperial	\$ 704,942.00
Inyo	\$ 72,340.00
Kern	\$ 663,533.00
Kings	\$ 124,724.00
Lake	\$ 203,550.00
Lassen	\$ 22,949.00
Los Angeles	\$ 29,403,004.00
Madera	\$ 188,084.00
Marin	\$ 515,860.00
Mariposa	\$ 29,934.00
Mendocino	\$ 391,634.00
Merced	\$ 303,329.00
Modoc	\$ 2,494.00
Mono	\$ 34,424.00
Monterey	\$ 1,207,830.00
Napa	\$ 160,645.00
Nevada	\$ 207,042.00
Orange	\$ 3,422,435.00
Placer	\$ 307,820.00
Plumas	\$ 22,949.00
Riverside	\$ 1,402,400.00
Sacramento	\$ 2,774,367.00
San Benito	\$ 141,188.00
San Bernardino	\$ 1,300,625.00
San Diego *	\$ 4,569,898.00
San Francisco	\$ 4,008,639.00
San Joaquin	\$ 1,312,598.00
San Luis Obispo	\$ 739,865.00
San Mateo	\$ 754,333.00
Santa Barbara	\$ 899,512.00
Santa Clara	\$ 4,842,296.00
Santa Cruz	\$ 1,081,110.00
Shasta	\$ 412,588.00
Sierra	\$ 5,987.00
Siskiyou	\$ 114,247.00
Solano	\$ 574,231.00
Sonoma	\$ 1,472,246.00
Stanislaus	\$ 959,379.00
Sutter	\$ 146,177.00
Tehama	\$ 143,682.00
Trinity	\$ 39,413.00
Tulare	\$ 406,102.00
Tuolumne	\$ 192,075.00
Ventura	\$ 832,659.00
Yolo	\$ 326,778.00
Yuba	\$ 213,528.00

* Indicates jurisdictions approved to use 2017 PIT counts per HSC § 50216 (j). All other jurisdiction allocations are based on 2019 PIT counts.
 No more than 45 percent of the total allocation for cities will be awarded to an individual city.
 No more than 40 percent of the total allocation for counties will be awarded to an individual county. No county allocation exceeded 40 percent of the total allocation for counties.
 No more than 40 percent of the total allocation for CoCs and no less than \$250,000 will be awarded to an individual CoC. No CoC allocation exceeded 40 percent of the total allocation for CoCs.

APPENDIX C: INTENT TO REDIRECT FORM



CALIFORNIA HOMELESS COORDINATING AND FINANCING COUNCIL

Business, Consumer Services and Housing Agency
Gavin Newsom, Governor | Lourdes M. Castro Ramírez, Secretary

Homeless Housing, Assistance, and Prevention Program Round 2 (HHAP-2) Intent to Redirect Program Allocation

The Homeless Coordinating and Financing Council (HCFC) is requiring all eligible applicants that wish to redirect their program applications to another eligible jurisdiction submit their intent to do so by November 23, 2020. Eligible applicants will be allowed to redirect their HHAP program allocation to a Continuum of Care (CoC), large city, or county that serves the same region it is connected to in lieu of directly applying for their program allocation. Eligible applicants who are giving and receiving the program allocation will also need to submit a binding resolution or agreement that redirects the funds from one entity to the other by the application due date.

By submitting this form, you are notifying HCFC of your intent to redirect your HHAP program allocation to your partnering CoC, large city (if applicable), or county and acknowledge the following program requirements:

1. The jurisdiction must redirect their entire HHAP program allocation to a single CoC, large city (if applicable), or county that serves the same region.
2. Redirected funds shall be used in the jurisdiction entitled to the funds or to provide regional housing or services that serve the population living in the jurisdiction entitled to the funds.
3. The eligible applicant receiving funds must clearly identify the intended use of the redirected funds in their program application.
4. The eligible applicant receiving funds must comply with all program expenditure deadlines. For example, if a large city receives funds from a county, the entire county program allocation must be contractually obligated by May 31, 2023. Funds not contractually obligated by this date would then revert to the CoC serving that region.
5. Each eligible applicant who is party to a redirection must submit either a binding resolution or a joint agreement that redirects the funds from one entity to the other such as: governing board resolutions or joint Memorandum of Understanding (MOU), etc. Evidence of such an agreement/ resolution must be submitted by the Round 2 application deadline.

Eligible Applicant **redirecting** funds:

CoC Large City County Name of Applicant: _____

Eligible Applicant **receiving** funds:

CoC Large City County Name of Applicant: _____

I certify that the signature(s) below are authorized to sign for all applicable documents for the HHAP-2 grant.

Name and Title of Authorized Representative

Signature of Authorized Representative

Date



CALIFORNIA HOMELESS COORDINATING AND FINANCING COUNCIL

Business, Consumer Services and Housing Agency
Gavin Newsom, Governor | Lourdes M. Castro Ramírez, Secretary

July 23, 2021

Riverside County
Attn: Heidi Marshall
3403 Tenth Street, Suite 300
Riverside, CA 92501

**RE: Award Announcement – Riverside County
Agreement #21-HHAP-00078
Award Amount: \$1,402,400**

Dear Heidi Marshall:

The Business, Consumer Services and Housing Agency's (BCSH) Homeless Coordinating and Financing Council (HCFC) is pleased to announce that Riverside County has been awarded a Homeless Housing, Assistance and Prevention Round 2 (HHAP-2) grant in the amount of **\$1,402,400**. This letter constitutes notice of the award of HHAP-2 funds for use in Riverside County.

Riverside County will receive its full disbursement of funds after the Standard Agreement is fully executed and your HHAP-2 application will be posted on our website along with other successful application packets. Please be advised that this award is subject to the terms and conditions of the Standard Agreement enclosed with this award packet. Failure to sign and return the Standard Agreement within 30 days of receipt from BCSH may result in a delay of disbursement of funds.

Congratulations on your successful application. For further information or if you have any questions, please contact the HCFC grants team at HHAP@bcsh.ca.gov.

Sincerely,

A handwritten signature in black ink that reads "Ali Sutton".

Ali Sutton,
Deputy Secretary for Homelessness