

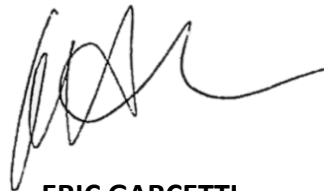
TRANSMITTAL

To: **THE COUNCIL**

Date: **09/19/22**

From: **THE MAYOR**

TRANSMITTED FOR YOUR CONSIDERATION. PLEASE SEE ATTACHED.



(Andre Herndon) for

ERIC GARCETTI
Mayor



September 13, 2022

Council File: New
Council District: Citywide
Contact Persons:
Cristina Cortes (213) 574-6465
Jacqueline Rodriguez (213) 564-7950

Honorable Eric Garcetti
Mayor, City of Los Angeles
Room 303, City Hall
200 North Spring Street
Los Angeles, CA 90112

Attention: Heleen Ramirez, Legislative Coordinator

COUNCIL TRANSMITTAL: REQUEST FOR AUTHORIZATION TO ACCEPT THE FAMILY HOMELESSNESS CHALLENGE GRANT AWARD IN THE AMOUNT OF \$3.5 MILLION AND RELATED ACTIONS

SUMMARY

The General Manager of the Community Investment for Families Department (CIFD) respectfully requests that your office review this transmittal and forward it to the City Council for further consideration. Through this transmittal, the department seeks authority to accept \$3.5 million awarded to CIFD via a competitive Family Homelessness Challenge (FHC) grant award. CIFD also seeks authority to execute the grant contract and subsequent amendments with the California Interagency Council on Homelessness (Cal ICH) for the period of September 15, 2022 (or as of the date of contract execution) through March 31, 2027.

The FHC grant award will provide additional funding to the Survivors First Program for safe housing and flexible funding for survivors of domestic violence, human trafficking, and sexual assault.

RECOMMENDATIONS

- I. That the Mayor review this transmittal and forward it to City Council for further action;
- II. That the City Council, subject to the approval of the Mayor:
 - A. **AUTHORIZE** the CIFD General Manager, or designee, to:
 1. Accept the 2022 FHC award from Cal ICH on behalf of the City;

2. Execute and return to Cal ICH the signed Contract No. **22-FHC-10006**, with the required supporting documentation, subject to review by the City Attorney as to form;
3. Execute any subsequent amendments to the grant contract, subject to City Attorney review;
4. Execute contracts, and amendments thereto, with CIFD’s current domestic violence and human trafficking survivors service providers; and

B. **APPROVE** the use of the FHC grant award to operate the Survivors First Program for the period September 15, 2022 (or as of the date of contract execution) through March 31, 2027, as follows:

Program Cost	\$ 3,349,927.63
Administrative Cost	<u>176,311.98</u>
Total	<u>\$ 3,526,239.61</u>

C. **AUTHORIZE** the City Controller to record in the Miscellaneous Grants and Awards Fund No. 65G a receivable from Cal ICH in the amount of \$3,526,239.62 and create new accounts and appropriate funds as follows:

<u>Account</u>	<u>Amount</u>
21WTBD – FHC DV Shelters, Non-profit	\$ 3,349,927.63
21W121 – Community Investment for Families	44,023.00
21W299 – Related Costs	29,561.00
21WTBD – FHC Administrative Reserve	<u>102,727.98</u>
Total	<u>\$ 3,526,239.61</u>

Increase appropriation in the amount of \$44,023 in CIFD’s Fund 100/43, Salaries General Account 001010.

D. **AUTHORIZE** the General Manager of CIFD, or designee, to prepare Controller instructions needed to implement actions approved by the Mayor and City Council on matters presented in or deriving from this transmittal and/or to make necessary technical adjustments, subject to the approval of the City Administrative Officer; and further, request that the Controller implement the instructions.

BACKGROUND

In early 2022 the newly-formed California Interagency Council on Homelessness (Cal ICH) released the FHC grant, a competitive grant to address and end family homelessness. Eligible applicants included Cities, Counties, and Continuums of Care. The City of Los Angeles Community Investment for Families Department applied for the FHC grant and was one of ten communities in the State that were awarded funding in the amount of \$3,526,239.61. CIFD was awarded the largest grant in the State.

The FHC grant will provide funding for the Survivors First Program, operated by nonprofit service providers. The Survivors Services provider network was originally selected through a Request for Proposals (RFP) in 2016 and serves as the City's delivery system to address the needs of survivors of domestic violence, human trafficking, and sexual assault. The Survivors First Program was launched in late 2021 by Council President Nury Martinez, through the allocation of \$5M in Community Development Block Grant CARES (CDBG-CV) funding (C.F. 20-1374). The pilot focuses on helping survivors obtain safe and stable housing quickly. It includes four components to help promote housing stability and the well-being and safety for survivors and their families, which include: 1) survivor-driven services that are trauma-informed coupled with mobile advocacy, 2) flexible financial assistance, 3) financial coaching, and 4) community engagement. As part of the pilot, the National Alliance for Safe Housing (NASH) was selected to serve as the program evaluator. In their initial findings, NASH reported that over 90% of the participants served are women, and 80% of participants are living with their children. The early findings also revealed that approximately 53% of funds were used for rental assistance for survivors to stay in their own homes. The data presents an opportunity to further assess the impact of homelessness prevention programs that are designed to meet the unique needs of survivors.

The target population for the Survivors First Program is extremely low- or very low-income survivors of domestic violence, human trafficking, and sexual assault, as determined by National Poverty Indicators. Services are available to all eligible clients, including clients with disabilities. The Survivors First providers collectively served approximately 830 adults and children since the start of the pilot program in July 2021.

Next Steps

To implement the State grant, CIFD will request information from existing Survivors First Program contractors in order to evaluate their capacity to quickly expand services under this new agreement. Funding commitments will be allocated after a review of each agency's budget, with allowable and reasonable costs included, an assessment of current enrollment milestones, their ability to analyze and creatively respond to current client needs, and their ability to expend the CDBG-CV funds currently allocated. This program will increase supportive services to assist domestic violence, human trafficking, and sexual assault survivors in the City of Los Angeles to avoid homelessness, secure permanent housing, and achieve financial stability. Each agency will have the ability to request up to \$418,800 to expand the Survivors First Program.

The allocation of CDBG-CV for the pilot program has demonstrated promising results. However, due to the restrictions on the use of these federal funds, the program contractors have encountered limitations in their ability to respond to all the needs of the survivors enrolled in the pilot program. For example, the current funding source for the Survivors First Program does not allow for the purchase of essential items that can assist a survivor in stabilizing in a new home, including furniture, vehicle repairs, or rental assistance beyond six months. In many, if not all cases, survivors are fleeing with only the clothes they are wearing so there is a great need for agencies to assist survivors with accessing clothing, furniture, and other critical supportive services. The FHC grant will allow agencies to augment services through the allocation of additional and less-restrictive funding. This will also enable CIFD, through its contractors, to respond to the service gaps identified in the pilot program and increase the financial support to

survivors by 78%. Lastly, the FHC funds will ensure an additional 400 households can retain or attain safe housing.

Another notable expansion of the Survivors First Program is our ability to integrate financial coaching as a key component to address the financial abuse survivors of domestic violence, human trafficking, and sexual assault have endured. The financial coaching component will include credit counseling, credit repair, financial literacy, and coaching to ensure survivors can achieve economic stability and can successfully retain their housing upon program exit.

After reviewing responses from the current Survivors First service providers, CIFD will execute new contracts to implement the State grant.

The following agencies are currently contracted by CIFD and eligible to receive additional FHC grant funds to expand the Survivors First Program:

- 1736 Family Crisis Center
- Center for the Pacific Asian Family (CPAF)
- Coalition to Abolish Slavery & Human Trafficking (CAST)
- Haven Hills, Inc.
- Jenesse Center, Inc.
- Jewish Family Service of LA
- Rainbow Services
- The People Concern

Administrative Costs

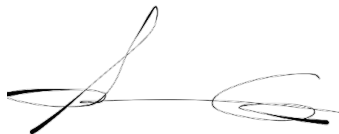
The FHC grant award limits administrative costs to five percent, equivalent to \$176,311.98. This amount will be allocated to CIFD's administrative expense accounts to manage the grant.

Program Costs

The remaining \$3,349,927.63 will be allocated to the Survivors First providers to expand the resources. Funding will be available for agencies to retain and hire new staff, primarily case managers and housing navigators; to fund innovative ways to prevent families fleeing domestic violence, human trafficking, or sexual assault from experiencing homelessness while keeping them safe; funding for interim sheltering for those families who could not be diverted from homelessness; and to expand rental assistance funds that assist survivors in retaining, or attain safe, permanent housing. The program will also include financial coaching/counseling to assess the financial abuse survivors have experienced and assist families in regaining control over their financial well-being.

FISCAL IMPACT STATEMENT

There is no fiscal impact on the General Fund.



ABIGAIL R. MARQUEZ
General Manager

Attachment:
Cal ICH Contract

**Family Homelessness Challenge Grant and Technical Assistance Program
Standard Agreement**

EXHIBIT A

AUTHORITY, PURPOSE, AND SCOPE OF WORK

1) **Authority**

The State of California has established the Family Homelessness Challenge Grant Program (“FHC” or “Program”) pursuant to Chapter 8 (commencing with Section 50255) of Part 1 of Division 31 of the Health and Safety Code (HSC). (Amended by Stats. 2021, Ch. 111, Sec. 14. (AB 140) Effective July 19, 2021.)

The Program is administered by the California Interagency Council on Homelessness (“Cal ICH”) in the Business, Consumer Services and Housing Agency (“Agency”). FHC provides one-time grants and technical assistance to support local jurisdictions and Continuums of Care in their response to address and end homelessness. In all, \$30 million will be distributed across a minimum of two rounds of funding. This Standard Agreement is for Round 1 of the FHC funds totaling \$15 million (FHC-1).

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 this Agreement, the Request for Applications (“RFA”) under which the Grantee applied, the representations contained in the Grantee’s application, Agency guidance or directives, and the requirements appearing in the statutory authority for the Program cited above.

2) **Purpose**

The general purpose of the Program is to provide one-time grants and technical assistance to local jurisdictions to address and end family homelessness. This funding shall give preference to proposals that:

1. Promote rapid innovation, accelerate nascent programs, expand promising practices, and meet new demands and conditions for solutions targeted towards ending family homelessness.
2. Can demonstrate cross-systems collaboration, multi-funder initiatives, and innovative efforts that coordinate across funding streams and systems.

3) **Definitions**

The following Family Homelessness Challenge Grants Program terms are defined in accordance with HSC Section 50255, subdivisions (a) – (h);

- (a) “Applicant” means a continuum of care, city, or county.
- (b) “Continuum of care” has the meaning provided in Section 578.3 of Title 24 of the Code of Federal Regulations as that section read on May 1, 2021.
- (c) “Council” means the California Interagency Council on Homelessness, previously known as the Homeless Coordinating and Financing Council, created pursuant to Section 8257 of the Welfare and Institutions Code.
- (d) “County” includes, but is not limited to, a city and county.
- (e) “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 May 1, 2018.
- (f) “Local jurisdiction” means a city, including a charter city, a county, including a charter county, or a city and county, including a charter city and county.
- (g) “Program” means the Family Homelessness Challenge Grants and Technical Assistance Program established pursuant to this chapter.
- (h) “Recipient” means a jurisdiction that receives funds from the council for the purposes of the program.

Additional definitions for the purposes of the FHC-1 program:

“Grantee” is synonymous with “Recipient”

“Subrecipients” or “subgrantees” are entities that receive subawards from “recipients” or “grantees” to carry out part of the Program.

“Expended” means all FHC-1 funds obligated under contract or subcontract that have been fully paid and receipted, and no invoices remain outstanding.

4) **Scope of Work**

- a) This Scope of Work identifies the terms and conditions necessary to accomplish the Program’s intended objectives.

The Program has two, interdependent objectives. First, grantees will implement FHC-1 funded local demonstration projects. Second, in close partnership with Grantees, Agency will evaluate the manner and outcomes of this implementation. Those learnings will be shared across the state. The technical assistance portion of this program is a fundamental component of

achieving these objectives. To this end, Agency intends to pursue two contracts in support of these objectives; one will support grantees in achieving the first objective and the second will support the state in achieving the second objective.

- b) Grantees will implement their FHC-1 funded local demonstration projects as described in their application. Any material deviation from the proposal described in the application must be approved by Agency through the [Budget Change process described in Exhibit B.3](#). Furthermore, Grantees will implement their FHC-1 funded program in compliance with the terms and conditions of this Agreement, the Request for Applications (“RFA”) under which the Grantee applied, the representations contained in the Grantee’s application, Agency guidance or directives, and the requirements per the authorizing statute.

[Permissible eligible uses and activities](#) are detailed below in [Exhibit B, Budget Details and Expenditure of Funds](#).

- c) Because of the legislative intent to share scalable and replicable family homelessness models:
- Information about the program submitted through reporting and provided through TA reports will be public information that Agency will use to disseminate learnings and successful models to be replicated and scaled across the state.
 - Grantees are expected to be close partners with Agency. This means timely and accurate reporting, candid communication of successes and challenges, and availability of persons, information, and materials.
- d) Quarterly reporting requirements are detailed below in [Exhibit D.4. Reporting, Evaluation, and Audits](#).

Fiscal deadlines are detailed below in [Exhibit A.6. Effective Date, Term of Agreement, and Deadlines](#).

Grantees shall complete a Final Work Product (as detailed below in [Exhibit A.6.d.](#)) and participate in a program evaluation regarding their implementation of FHC-1 awards. To support this effort, the Agency will make technical assistance support available.

- e) Agency maintains sole authority to determine if a grantee is acting in compliance with the program objectives and may direct grantees to take specified actions or risk breach of this Agreement. Grantees will be provided reasonable notice and Agency’s discretion in making these determinations are absolute and final.

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5) **Agency Contract Coordinator**

The Agency’s Contract Coordinator for this Agreement is the Council’s Grant Development Section Chief or the Grant Development Section Chief’s designee. Unless otherwise instructed, any communication shall be conducted through email to the Agency Contract Coordinator or their designee. If documents require an original signature, the strongly preferred form is an e-Signature in accordance with the Uniform Electronic Transactions Act (UETA). If an Awardee is unwilling or unable to sign a document electronically, BCSH shall accept wet or original signed documents. These documents containing wet signatures should be both mailed to Agency and scanned and emailed as instructed. State law or policy may require the use of wet signatures for specific documents.

The Representatives during the term of this Agreement will be:

	PROGRAM	GRANTEE
ENTITY:	Business Consumer Services and Housing Agency	Community Investment for Families Department
SECTION/UNIT:	California Interagency Council on Homelessness (Cal ICH)	
ADDRESS:	801 Capital Mall, 6 th floor Sacramento, CA, 95814	1200 W. Seventh Street, Ninth Floor Los Angeles, CA 90012
CONTRACT COORDINATOR:	Jeannie McKendry	Matthew Sharp
PHONE NUMBER:	(916) 510-9446	(213) 922-9664
EMAIL ADDRESS:	Jeannie.McKendry@bcsh.ca.gov and calichgrants@bcsh.ca.gov	matthew.sharp@lacity.org

The Council reserves the right to change their Agency Contract Coordinator, designee, and / or contact information at any time with reasonable notice to the Grantee.

All requests to update the Grantee information listed within this Agreement shall be emailed to the Cal ICH grant’s general email box at calichgrants@bcsh.ca.gov.

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

- a) This Agreement is effective upon execution by Agency. This is indicated by the Agency provided signature and date on the second page of the accompanying STD. 213, Standard Agreement. Note, Agency signs the Agreement *after* a Grantee signs.
- b) Grantees will continue to perform until the Agreement is terminated, including data reporting and participation in program evaluation activities, as needed.

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- c) This Agreement will terminate on March 31, 2027.

Grantees shall submit a Final Work Product by September 30, 2026. The Final Work Product will include programmatic and fiscal data and a narrative on the outputs and outcomes of the program on a reporting template to be provided by Cal ICH.

Cal ICH will review submitted Final Work Products and collaborate with Grantees to cure any deficiencies by March 31, 2027.

Grantees are expected to continue performing until March 31, 2027. This means timely and accurate reporting, candid communication of success and challenges, and availability of persons, information, or materials.

- d) Expenditure Deadlines:

- i. Pursuant to HSC § 50258 (b), Grantees shall expend no less than 50 percent of FHC-1 funds by June 30, 2024. If less than 50 percent of the award is expended on June 30, 2024, grantees shall return to the council no less than 25 percent of their total allocation amount for reallocation by the council during subsequent rounds of funding. The repayment amount shall be determined by the council based on its evaluation of the circumstances behind the failure to expend the allocated funds in compliance with this section.
- ii. All Program funds (100 percent) shall be expended June 30, 2026. Any funds not expended by June 30, 2026, shall be returned to the General Fund pursuant to HSC § 50258 (e).

7) **Special Conditions**

Agency maintains sole authority to determine if a grantee is acting in compliance with the program objectives and may direct grantees to take specified actions or risk breach of this Agreement. Grantees will be provided reasonable notice and Agency's discretion in making these determinations are absolute and final.

**Family Homelessness Challenge Grant and Technical Assistance Program
Standard Agreement**

EXHIBIT B

BUDGET DETAIL and DISBURSEMENT PROVISIONS

1. General Conditions Prior to Disbursement

All Grantees must submit the following completed forms prior to round 1 of the Family Homelessness Challenge (FHC-1) funds being released:

- Request for Funds Form (“RFF”)
- STD 213 Standard Agreement form and initialed Exhibits A through E
- STD 204 Payee Data Record or Government Agency Taxpayer ID Form

2. Disbursement of Funds

FHC-1 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 to be expended. The FHC-1 funds will be disbursed in one 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.

3. Budget Details and Expenditure of Funds

The Grantee shall expend Program funds on eligible uses and activities as detailed in the submitted standardized budget. Agency reserves the right to direct specific line-item changes in submitted standardized budgets.

To ensure efficient and reliable processing, grantees shall submit budget change requests through a designated submission portal (i.e., currently Cognito, though subject to change). These requests will be reviewed in the first week of each month. Failure to submit by 5 pm on the 1st day of the month subjects a Grantee to having their budget change request being reviewed the following month. Agency may consider budget change requests outside of this timeline and through email as needed due to documented, exigent circumstances. Grantees carry the burden to anticipate foreseeable budget change requests and should plan accordingly.

Agency reserves the right to amend or adjust this process as necessary.

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a) **Budget Changes**

Any decrease or increase to the total expenditures for any eligible use category must be approved by the Council's Grant Development Section Chief or their designee, in writing, before the Grantee may expend Program funds according to an alternative standardized budget. The Grant Development Section Chief will respond to Grantee with approval or denial of request. Failure to obtain written approval from the Grant Manager or their designee as required by this section may be considered a breach of this Agreement. A breach of this agreement may result in remedies listed below in [Exhibit D.6. Breach and Remedies](#).

Regardless of an increase or decrease of an expenditure amount, any significant or material programmatic or fiscal changes that alter the scope of the project proposal should be submitted to Agency for approval.

These eligible uses and activities must be consistent with HSC Sections 50255 – 50259, other applicable laws, the terms and conditions of this Agreement, Agency guidance or directives, the Request for Applications ("RFA") under which the Grantee applied, representations contained in the Grantee's application, and the Purpose of the Program as detailed in [Exhibit A.2. Purpose](#).

b) **Eligible Uses and Activities** include, but are not limited to, the following:

Rapid rehousing, including housing identification, rental subsidies, and incentives to landlords, such as security deposits and holding fees for eligible families, housing search assistance, rapid re-housing case management and services.

Operating subsidies in new and existing affordable or supportive housing units, emergency shelters, and navigation centers. Operating subsidies may include operating reserves.

Street outreach to assist eligible families to access crisis services, interim housing options, and permanent housing and services.

Services coordination which may include access to workforce, education, and training programs, or other services needed to promote housing stability for eligible families, as well as direct case management services being provided to families.

Systems support for activities that improve, strengthen, augment, complement, and/or are necessary to create regional partnerships and a homeless services and housing delivery system that makes families' experiences of homelessness rare, brief, and/or one-time.

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Delivery of permanent housing and innovative housing solutions, such as unit conversions that are well suited for eligible families.

Prevention and shelter diversion to permanent housing, including flexible forms of financial assistance, problem solving assistance, and other services to prevent people from losing their housing and/or from needing to enter emergency shelter/interim housing or becoming unsheltered.

Interim sheltering, limited to newly developed clinically enhanced congregate shelters, new or existing non-congregate shelters, and operations of existing navigation centers and shelters based on demonstrated need that are well suited for eligible families.

Improvements to existing emergency shelters to lower barriers and increase privacy, better address the needs of eligible families, and improve outcomes and exits to permanent housing.

Residual, any eligible use or activity that does not otherwise fit into one of the categories detailed above but that the proposal can clearly identify as beneficial to the objective of this program for the eligible population.

In addition to the funding use requirements described above, the Grantee's expenditure of its entire FHC-1 allocation must also comply with the following:

Not more than 5 percent of funds may be used for **administrative costs** incurred by the city, county, or continuum of care to administer its program allocation. For purposes of this Agreement, "administrative costs" does not include staff or other costs directly related to implementing activities funded by the program allocation.

- c) Program funds shall not be expended on Ineligible Costs as detailed immediately below.

4. **Ineligible Costs**

FHC-1 funds shall not be used for costs associated with activities in violation, conflict, or inconsistent with HSC Sections 50255 – 50259, other applicable laws, the terms and conditions of this Agreement, Agency guidance or directives, the Request for Applications ("RFA") under which the Grantee applied, representations contained in the Grantee's application, and the Purpose of the Program as detailed in [Exhibit A.2. Purpose](#).

- a) Cal ICH, at its sole and absolute discretion, shall make the final determination regarding the allowability of FHC-1 fund expenditures.

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- b) Cal ICH 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 FHC-1 funds to pay for ineligible activities, the Grantee shall be required to reimburse these funds to Agency at an amount and timeframe determined by Agency.
- c) 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 at an amount and timeframe determined by Agency.
- d) Program funds shall not be used to supplant existing local funds for homelessness housing, assistance, or prevention.
- e) Unless expressly approved by Agency in writing reimbursements are not permitted for any Program expenditures prior to this Agreement's date of execution.

**Family Homelessness Challenge Grant and Technical Assistance Program
Standard Agreement**

EXHIBIT C

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.

**Family Homelessness Challenge Grant and Technical Assistance Program
Standard Agreement**

EXHIBIT D

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 D](#); 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 specified date 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 D.12. \(Special Conditions – Grantees/Sub Grantee\)](#) or with the prior written approval of Cal ICH and a formal amendment to this Agreement to affect such subcontract or novation.

3) **Grantee's Application for Funds**

Grantee submitted a budget to Cal ICH as part of their application for the Program. Grantee warrants that all information, facts, assertions, and representations contained in the application and budget 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

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untrue, incorrect, incomplete, or misleading in such a manner that would substantially affect Cal ICH 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, Evaluation, and Audits**

a) **Reporting Requirements**

- i. Grantee is required to provide Cal ICH or its agents with all data and outcomes that may inform an assessment of the funded project. Grantees shall report quarterly and have one Final Work Product submitted prior to this Agreement's termination. Grantees will be required to provide:
 - Client service data and housing status of persons served;
 - Status of funding as presented in the Cal ICH approved, standardized budget; and
 - Continued confirmation that projects receiving FHC-1 funds are populated timely into HMIS and use Cal ICH supplied funding codes.

Agency's discretion in identifying which information shall be included in these reports is absolute and final.

Pursuant to HSC Section 50259, grantees shall provide data elements, including, but not limited to, health information, in a manner consistent with state and federal law, to their local Homeless Management Information System for tracking in the statewide Homeless Data Integration System.

- ii. The quarterly reports shall be submitted on a template to be provided by Cal ICH at least 60 days prior to the first reporting deadline. Cal ICH may request interim reports as needed and will provide no less than 30 days' notice to Grantees.
- iii. If the Grantee fails to provide any such report, Cal ICH may recapture any portion of the amount authorized by this Agreement with a 14-day written notification.

b) **Evaluation**

- i. Grantees shall participate in a program evaluation regarding their implementation of FHC-1 awards. To support this effort, the Agency

will contract a third party to complete the evaluation. Grantee agrees to accept evaluation assistance as directed by Cal ICH or by a contracted provider acting on behalf of Cal ICH.

- ii. Grantees are expected to be close partners with Agency for this program evaluation and for all evaluative aspects of this Program. This means timely and accurate reporting, candid communication of success or challenges, and availability of persons, information, or materials. More specifically, Grantees must cooperate with Agency or its designee as reasonably required to implement an evaluation plan. This includes providing or facilitating the collection of data and materials as reasonably requested by Agency or its designee.
- iii. For the purpose of evaluation, Agency or its designee may visit sites related to the project and film, tape, photograph, interview, and otherwise document Grantee's operations during normal business hours and with reasonable advance notice. Agency will comply with Grantee's site visit terms during any site visits.
- iv. Grantees should maintain active data, documents, and filings in anticipation of this evaluation. Special care should be taken to organize and preserve internal work products that guided implementation by the Grantee or subgrantee.
- v. Grantees shall notify Cal ICH and provide copies of any reports or findings if Grantee conducts or commissions any third-party research or evaluation regarding their funded project.
- vi. All terms and conditions that apply to reporting similarly apply to evaluation.

c) 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. 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.
- 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**

Cal ICH 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 Cal ICH, or its designee, with any relevant information requested. The Grantee agrees to give Cal ICH 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 Family Homelessness Challenge Grant and Technical Assistance Program laws, Agency guidance or directives, and this Agreement.

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:

- i. Grantee's failure to comply with the terms or conditions of this Agreement.
- ii. Use of, or permitting the use of, FHC-1 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. Conduct a program monitoring which will include a corrective action plan (CAP) with findings, remedies, and timelines for resolving the findings.
 - ii. Bar the Grantee from applying for future FHC funds;
 - iii. Revoke any other existing FHC award(s) to the Grantee;
 - iv. Require the return of any unexpended FHC Grant funds disbursed under this Agreement;
 - v. Require repayment of FHC Grant funds disbursed and expended under this Agreement;
 - vi. Require the immediate return to Agency of all funds derived from the use of FHC Grant funds
 - vii. 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 FHC Grant 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 14 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 (over 40), genetic information, marital status, military and veteran status, denial of medical and family care leave or pregnancy disability leave, or any other characteristic protected by state or federal law. 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. 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,

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- 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 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 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;

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- 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
 - 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 E](#). 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 FHC-1 funds. Failure to comply with these conditions may result in termination of this Agreement.

The Agreement between the Grantee and any Subgrantee shall require the Grantee and its Subgrantees, if any, to:

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- 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 and enforce all the terms of this Agreement in each subcontract.

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

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 FHC 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 Cal ICH 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) Cal ICH 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 Cal ICH 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.

**Family Homelessness Challenge Grant and Technical Assistance Program
Standard Agreement**

EXHIBIT E

SPECIAL TERMS AND CONDITIONS

- 1) All proceeds from any interest-bearing account established by the Grantee for the deposit of funds, along with any interest-bearing accounts opened by subrecipients to the Grantee for the deposit of funds, must be used for eligible activities and reported on as required by Agency.
- 2) Grantee shall utilize its local Homeless Management Information System (HMIS) to track FHC 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 funding (e.g., by creating appropriate FHC specific funding sources and project codes in HMIS).
- 3) Grantee shall participate in and provide data elements, including, but not limited to, health information, in a manner consistent with federal law, to their local Homeless Management Information System, for tracking in the statewide Homeless Data Integration System, in accordance with their existing Data Use Agreement entered into with the Council, if any, and as required by HSC Section 50259. 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 necessity, amend, or modify required data elements, disclosure formats, or disclosure frequency. Additionally, the Council, at its discretion, may provide Grantee with aggregate reports and analytics of the data Grantee submits to their local HMIS and which gets reported to HDIS in support of the Purpose of this Agreement and the existing Data Use Agreement.
- 4) Grantee agrees to accept technical assistance as directed by Cal ICH or by a contracted technical assistance provider acting on behalf of Cal ICH and report to Cal ICH on programmatic changes the grantee will make as a result of the technical assistance and in support of their grant objective.

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- 5) 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.