

0130-02127-0002

**TRANSMITTAL**

TO  
The Council

DATE  
10/11/2024

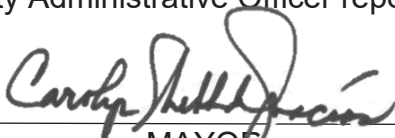
COUNCIL FILE NO.  
22-1097

FROM  
The Mayor

COUNCIL DISTRICT  
Citywide

**Accept the Family Homelessness Challenge Round 2 Grant and  
Amend Contracts for the Survivors First Program and  
Domestic Violence Employment Navigator**

Transmitted for your consideration.  
See the City Administrative Officer report attached.

  
MAYOR

MWS:JLJ02250039c

(Carolyn Webb de Macias for)

## OFFICE OF THE CITY ADMINISTRATIVE OFFICER

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Date: September 25, 2024

CAO File No. 0130-02127-0002

Council File No. 22-1097

Council District: Citywide

To: The Mayor

From: Matthew W. Szabo, City Administrative Officer



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Date: 2024.09.25 16:33:50  
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Reference: Community Investment for Families transmittal dated September 4, 2024; Received by the City Administrative Officer on September 5, 2024; Additional information received through September 18, 2024

Subject: **ACCEPT THE FAMILY HOMELESSNESS CHALLENGE ROUND 2 GRANT AWARD AND AMEND CONTRACTS FOR THE SURVIVORS FIRST PROGRAM AND DOMESTIC VIOLENCE EMPLOYMENT NAVIGATOR**

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### RECOMMENDATIONS

That the Council, subject to the approval of the Mayor:

1. Note and file the Community Investment for Families Department (CIFD) report dated September 4, 2024.
2. Authorize the General Manager of CIFD, or designee, to:
  - a. Accept the 2024 Family Homelessness Challenge Round 2 (FHC-2) grant award in the amount of \$3,850,000 from the California Department of Housing and Community Development (HCD) for the Survivors First Program;
  - b. Execute and return to HCD the signed Contract No. 24-FHC-2-10002, with the required supporting documentation, subject to review by the City Attorney as to form and legality;
  - c. Execute any subsequent amendments to Contract No. 24-FHC-2-10002, subject to City Attorney review as to form and legality;
  - d. Negotiate and execute contract amendments with eight service providers to operate the Survivors First Program as detailed in the table below, subject to the review and approval of the City Attorney as to form and legality and compliance with the City's contracting requirements and grant guidelines:

	<b>Service Provider</b>	<b>Contract No.</b>	<b>Current Amount</b>	<b>Proposed Increase</b>	<b>Proposed Total Amount</b>
1	Coalition to Abolish Slavery and Trafficking	C-142678	\$ 364,122.40	\$ 108,000.00	\$ 472,122.40
2	Center for the Pacific-Asian Family, Inc.	C-142459	260,000.00	120,000.00	380,000.00
3	Haven Hills, Inc.	C-142383	418,685.00	140,000.00	558,685.00
4	Jenesse Center, Inc.	C-142623	374,000.35	114,000.00	488,000.35
5	Jewish Family Service of Los Angeles	C-142441	611,829.00	156,000.00	767,829.00
6	Rainbow Services, Inc.	C-142619	600,154.00	50,000.00	650,154.00
7	The People Concern	C-143281	380,044.00	162,000.00	542,044.00
8	1736 Family Crisis Center	C-142677	341,092.00	190,000.00	531,092.00
	<b>Total</b>		<b>\$ 3,349,926.75</b>	<b>\$ 1,040,000.00</b>	<b>\$ 4,389,926.75</b>

- e. Negotiate and execute amendments to Contract No. C-142710 with Jenesse Center, Inc. and Contract No. C-142727 with Haven Hills, Inc. to extend the Domestic Violence Employment Navigator program through December 31, 2024, subject to the review and approval of the City Attorney as to form and legality and compliance with the City's contracting requirements and grant guidelines.
3. Approve the funding allocation of the FHC-2 grant award to operate the Survivors First Program for the period retroactive to January 1, 2023 through March 31, 2027 as follows:

<b>Program Costs</b>	\$ 3,657,500
<b>Administrative Costs</b>	192,500
<b>Total</b>	<b>\$ 3,850,000</b>

4. Authorize the City Controller to:
- a. Establish new accounts within the CIFD Miscellaneous Grants and Awards Fund No. 65G/21 and appropriate funds as follows:

<b>Account</b>	<b>Account Name</b>	<b>Amount</b>
21A220	FHC DV Shelters, Non-profit	\$ 3,657,500
21A221	FHC Administrative Reserve	192,500
	<b>Total</b>	<b>\$ 3,850,000</b>

- b. Transfer appropriations within the CIFD Miscellaneous Grants and Awards Fund No. 65G/21 in the amount of \$102,727.98 from Account No. 21W221, FHC Administrative Reserve to Account No. 21A121, Community Investment for Families (\$90,383.48) and Account No. 21A299, Reimbursement of General Fund Costs (\$12,344.50);

- c. Increase appropriations within the Community Investment for Families Department Fund No. 100/21 as follows:

Account	Account Name	Amount
001010	Salaries, General	\$ 18,383.48
006010	Office and Administrative	72,000.00
	<b>Total</b>	<b>\$ 90,383.48</b>

- d. Increase appropriations within the Community Services Block Grant (CSBG) Trust Fund No. 428/21, Account No. 21A121, for the 2024 CSBG contract amendment to accept \$19,000 in discretionary funds;
- e. Increase appropriations within the CIFD Fund No. 100/21, Account No. 006010, Office and Administrative to provide additional funding for CIFD's case management replacement system; and
- f. Disencumber up to \$20,544.43 for Contract No. C-142710 with Jenesse Center, Inc. and up to \$54,188.19 for Contract No. C-142727 with Haven Hills, Inc. within the CIFD Fund No. 100/21, Account No. 003040, Contractual Services, process the early reversion of the disencumbered amounts to the Workforce Innovation and Opportunity Act Fund No. 57W, and appropriate therefrom into the same account in the same amounts to continue the DV Employment Navigator program through December 31, 2024.
5. Authorize the General Manager of CIFD, or designee, to prepare Controller instructions and/or make technical adjustments as necessary to implement the actions approved by the Mayor and Council, subject to the approval of the City Administrative Officer, and request the Controller to implement the instructions.

## SUMMARY

In September 2022, the Community Investment for Families Department (CIFD) received the Family Homelessness Challenge Round 1 (FHC-1) grant award in the amount of \$3.5 million from the California Interagency Council of Homelessness (Cal ICH) per C.F. 22-1097. In February 2024, CIFD applied for Round 2 of the FHC grant (FHC-2). On July 1, 2024, CIFD was notified of a grant award in the amount of \$3.85 million from the California Department of Housing and Community Development (HCD), who now administers the FHC Grant Program. CIFD requests authority to accept the \$3.85 million FHC-2 grant award and execute a grant agreement with HCD through March 31, 2027 to continue the Survivors First Program. CIFD also requests authority to execute contract amendments with eight survivor services providers to increase the contract amounts by a combined total not to exceed \$1,040,000 through December 31, 2024.

The purpose of the FHC Grant Program is to provide competitive grants and technical assistance to local jurisdictions to promote, accelerate, and expand promising programs and practices that can

be scaled to support statewide efforts to address and ultimately end family homelessness. The FHC-2 grant provides funding to current eligible FHC-1 grantees to expand and strengthen their FHC-1 proposals to prevent families from experiencing homelessness; quickly end occurrences of homelessness; and/or avoid reentry into homelessness.

### Survivors First Program

The Survivors First pilot program was launched in July 2021 with a \$5 million allocation from the Community Development Block Grant Coronavirus Aid, Relief, and Economic Security Act (CDBG-CV) to help survivors of domestic violence, human trafficking, and sexual assault to quickly obtain safe and stable housing (C.F. 20-1374). The program includes the following four key components to promote housing stability: 1) trauma-informed, survivor-driven case management services; 2) emergency financial assistance; 3) financial coaching; and 4) community/landlord engagement. Upon acceptance of the FHC-1 grant award, CIFI released a Request for Interest to the Survivors First pilot program service providers through the CDBG-CV allocation, and on January 1, 2023, CIFI executed contracts to continue the Survivors First Program to serve families with dependent minors experiencing homelessness. Since its inception, this program has served 1,199 individuals with CDBG-CV funding and 635 families with the FHC-1 grant.

The FHC Grant Program allows five percent of the total grant award for administrative costs. Of the \$3.85 million FHC-2 grant award, \$192,500 will be allocated for administrative costs and the remaining \$3,657,500 for program costs.

On July 12, 2024, CIFI released a Request for Proposals (RFP) for the operation of the Survivor Services Program designed to be a continuum of care for survivors of domestic violence and human trafficking inclusive of the Survivors First Program. The CIFI requests to execute contract amendments with eight current survivor services providers to increase contract amounts by a combined total not to exceed \$1,040,000 through December 31, 2024 to continue the Survivors First Program while the RFP process is finalized. The minimum number of families served will also be amended for each service provider based on the final negotiated contract increase. CIFI will execute new contracts effective January 1, 2025 based on the final RFP results. The remaining \$2.62 million in FHC-2 grant funds allocated for program costs will be used to fund the new contracts.

### Domestic Violence Employment Navigator

In June 2022, the Workforce Development Board Annual Plan Program Year 2022-23 allocated \$250,000 in Workforce Innovation Opportunity Act grant funds to CIFI to provide job training for survivors of domestic violence. CIFI executed contracts with Jenesse Center, Inc. (C-142710) and Haven Hills, Inc. (C-142727), effective January 1, 2023 through June 30, 2024, to provide DV Employment Navigators to serve as liaisons between DV service providers and the City's WorkSource Centers and assist survivors of domestic violence by providing case management, employment, training, and job placement services. CIFI requests authority to amend the contracts with Jenesse Center, Inc. and Haven Hills, Inc. to continue the DV Employment Navigator pilot program and extend the contract terms for six months through December 31, 2024.

### Case Management System

CIFD received \$19,000 in 2024 Community Services Block Grant (CSBG) discretionary funds. CIFD requests to appropriate the funds for the case management replacement system. This new system will be used to track clients, services, and outcomes for the Survivor Services, FamilySource System, and other special programs. CIFD is currently working with the vendor, Slalom, Inc., for the development of the new system with an anticipated launch date of November 11, 2024. The CSBG funds will be used to pay for software and license costs.

### **FISCAL IMPACT STATEMENT**

There is no impact to the General Fund. The proposed grant activities will be fully funded by the FHC, Workforce Innovation Opportunity Act, and the CSBG grants. No matching funds are required.

### **FINANCIAL POLICIES STATEMENT**

The recommendations in this report comply with the City's Financial Policies in that grant funds will be utilized for grant-eligible activities.

*MWS:JLJ:02250039c*

Attachment



**COMMUNITY  
INVESTMENT  
FOR FAMILIES  
DEPARTMENT**  
*Paths to Prosperity*



KAREN BASS, MAYOR  
ABIGAIL R. MARQUEZ, GENERAL MANAGER

September 4, 2024

Council File: 22-1097

Council District: All

Contact Person and Phone number:

Jacqueline Rodriguez, (213) 564-7950

Diana Grant, (213) 577-4109

Honorable Karen Bass  
Mayor, City of Los Angeles  
Room 303, City Hall  
200 N. Spring Street  
Los Angeles, CA 90012  
Attn: Heleen Ramirez  
Legislative Coordinator

**COUNCIL TRANSMITTAL: REQUEST FOR AUTHORIZATION TO ACCEPT ROUND 2 OF THE FAMILY HOMELESSNESS CHALLENGE GRANT AWARD (24-FHC-2-10002) IN THE AMOUNT OF \$3.85 MILLION, TO EXECUTE CONTRACTS AND RELATED ACTIONS, AND AMEND DOMESTIC VIOLENCE EMPLOYMENT NAVIGATOR PILOT PROGRAM CONTRACTS**

**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, CIFD seeks authority to (1) accept the second round of the competitive Family Homelessness Challenge (FHC) grant award from the California Department of Housing and Community Development (HCD) for a total award amount of \$3,850,000; (2) execute the grant amendment and subsequent amendments between CIFD and HCD for the period of September 15, 2022 through March 31, 2027; and (3) enter into contract amendments with current Survivors First providers to expend additional funding for the term of July 1, 2024 to December 31, 2024.

In September 2022, CIFD received a \$3.5 million award from the California Interagency Council on Homelessness (Cal ICH) to implement Round 1 of the Family Homelessness Challenge (FHC-1) grant (C.F. 22-1097). CIFD applied for Round 2 of FHC funding (FHC-2) in February 2024. On July 1, 2024, CIFD was notified of a grant award in the amount of \$3,850,000. The FHC-2 grant award will provide continued funding to the Survivors First program, a vital CIFD homelessness prevention initiative for survivors of domestic violence, sexual violence, and human trafficking.

Through this transmittal, CIFD requests approval to allocate up to \$1,040,000 of the FHC-2 grant award for use by current service providers through December 31, 2024. The balance of the grant award will be allocated to service providers selected through the Survivor Services RFP, with new



contracts to be executed on or about January 1, 2025.

Additionally, CIFD requests approval to revive and amend the expired Domestic Violence Employment Navigator contracts with Jenesse Center and Haven Hills through December 31, 2024. In 2023, the Community Investment for Families Department (CIFD) and the Economic and Workforce Development Department (EWDD) launched the Domestic Violence Employment Navigator pilot program (C.F. 22-0683) in partnership with Jenesse Center, Haven Hills, and WorkSource Centers (WSC). Funded by Workforce Innovation and Opportunity Act (WIOA) grant funding allocated to the EWDD, this pilot program aims to support domestic violence survivors in accessing employment services. Contract amendments with the Jenesse Center and Haven Hills will extend services provided through this pilot through December 31, 2024.

## **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 2024 FHC grant award in the amount of \$3,850,000 from the HCD on behalf of the City;
    2. Execute and return to HCD the signed contract/amendment relating to award **24-FHC-2-10002** with the required supporting documentation, subject to review by the City Attorney as to form;
    3. Execute any subsequent amendments to the CIFD-HCD grant agreement, subject to the City Attorney review as to form;
    4. Execute contract amendments with CIFD's current domestic violence and human trafficking survivors service providers, as identified below in Table 1:

**Table 1: Current Contracts**

<b>Contractor</b>	<b>Contract</b>	<b>Contract Term</b>	<b>Current Contract Amounts</b>	<b>Amendment Amounts</b>	<b>Total Contract Amounts</b>
Coalition to Abolish Slavery and Trafficking (CAST)	142678	1/1/23-12/31/24	\$364,122.40	Up to: \$108,000.00	Up to: \$472,122.40
Center for the Pacific-Asian Family	142459	1/1/23-12/31/24	\$260,000.00	Up to: \$120,000.00	Up to: \$380,000.00
Haven Hills	142383	1/1/23-12/31/24	\$418,685.00	Up to: \$140,000.00	Up to: \$558,685.00
Jenesse Center	142623	1/1/23-12/31/24	\$374,000.35	Up to: \$114,000.00	Up to: \$488,000.35
Jewish Family Service of Los Angeles	142441	1/1/23-12/31/24	\$611,829.00	Up to: \$156,000.00	Up to: \$767,829.00



Rainbow Services, Inc	142619	1/1/23-12/31/24	\$600,154.00	Up to: \$50,000.00	Up to: \$650,154.00
The People Concern	143281	1/1/23-12/31/24	\$380,044.00	Up to: \$162,000.00	Up to: \$542,044.00
1736 Family Crisis Center	142677	1/1/23-12/31/24	\$341,092.00	Up to: \$190,000.00	Up to: \$531,092.00

- B. **APPROVE** the use of the FHC grant award to operate the Survivors First Program for the period January 1, 2023, through March 31, 2027, as follows:

<b>Program Cost</b>	\$3,657,500.00
<b>Administrative Cost</b>	\$192,500.00
<b>Total</b>	\$3,850,000.00

- C. **Authorize** the City Controller to:

1. **Appropriate** FHC grant award funds within Fund 65G CIFI Miscellaneous Grants and Awards Fund as follows:

Account	Account Name	Amount
21A220	FHC DV Shelters, Non-profit	\$3,657,500.00
21A221	FHC Administrative Reserve	\$192,500.00
	Total	\$3,850,000.00

2. Reduce appropriation account 21W221-FHC Administrative Reserve by \$102,727.98, increase \$90,383.48 for 21A121-CIFI, and increase \$12,344.50 for 21A299 within Fund 65G – CIFI Miscellaneous Grants and Awards Fund.
3. Increase appropriations in the amount of \$18,383.48 within the Community Investment for Families Department 100/21, Account No. 001010, Salaries, General and \$72,000.00 in Account No. 006010, Office and Administrative.
4. Increase appropriations totaling \$19,000.00 within the Community Services Block Grant (CSBG) Trust Fund No. 428/21, Account No. 21A121, Community Investment for Families for the amendment to the 2024 CSBG Contract to receive discretionary funds.
5. Increase appropriation totaling \$19,000.00 within the Community Investment for Families Department Fund No. 100/21, Account 006010, Office and Administrative.

- D. **AUTHORIZE** and instruct the General Manager of the Community Investment for Families Department (CIFI), or designee, to retroactively reinstate and amend State grant-funded Domestic Violence Employment Navigator contracts with Jenesse Center (C-142710) and with Haven Hills (C-142727) from June 30, 2024 to a new termination date of December 31, 2024, subject to the approval of the City Attorney as to form, and to the extent any services have been provided or performed by Jenesse Center and Haven Hills in accordance with the terms and conditions of the Occupancy Agreement, those services

are hereby ratified.

- E. **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 2022, the newly formed California Interagency Council on Homelessness (Cal ICH) released the Family Homelessness Challenge (FHC) grant, a competitive grant to address and end family homelessness. Eligible applicants included Cities, Counties, and Continuums of Care. The FHC grant is structured in two funding rounds: the first round began in 2022, while the second round was available in February 2024 for eligible existing contractors demonstrating successful programs. CIFD applied for Round 1 of the FHC grant (FHC-1) to continue implementing the Survivors First program, a homelessness prevention initiative for survivors of domestic violence and human trafficking. CIFD was one of ten communities statewide to receive funding, awarded in the amount of \$3,526,239.61. CIFD received the largest grant award in the State.

The Survivors First program started as a pilot program in 2021 with CDBG-CV funds (C.F. 20-1374), focused on helping survivors maintain and obtain safe and stable housing. It is one of only three funding streams directly available to organizations specializing in survivor populations to administer housing services. The program has four components aimed at promoting safe housing stability for survivors and their families: 1) trauma-informed, survivor-driven case management services; 2) flexible financial assistance; 3) financial coaching; and 4) community engagement.

FHC-1 funding enabled CIFD to continue the Survivors First program. Per grant requirements, only families with minor children are eligible and with an expanded focus on metrics to increase financial stability for enrolled households. Following notification of the FHC-1 award, CIFD conducted a Request for Interest (RFI) for nonprofit organizations contracted under the CDBG-CV pilot. Subsequently, CIFD executed contracts to implement the Survivors First program under FHC-1, with an effective date of January 1, 2023.

From its inception in 2021 to June 2024, the program has served 1,394 survivors under CDBG-CV funding and 826 families under FHC-1 funding from January 2023 to June 2024. In FY 2023-24, 94% of survivors served have obtained or maintained safe, permanent housing.

In February 2024, CIFD applied for Round 2 of FHC funding (FHC-2) and was notified in July 2024 of an award in the amount of \$3,850,000. As of July 2024, the FHC grant is overseen by California's Department of Housing and Community Development (HCD) instead of Cal ICH. Due to the change in departmental oversight, the state is delayed in executing contracts for FHC-2, and CIFD has received boilerplate documents referenced in the **Attachment**.

On July 12, 2024, CIFD released a Request for Proposals (RFP) to procure service providers to operate all Survivor Services programs, including Survivors First. New contracts are anticipated to start on January 1, 2025. Contracts with current service providers are effective through December 31, 2024, in order to ensure continued services to clients while CIFD completes the competitive procurement.

### ***Administrative Costs***

The FHC grant award limits administrative costs to five percent. This amount will be allocated to CIFD's administrative expense accounts to manage the grant, including salaries and software licenses for the case management system that will capture the program's metrics.

### ***Program Costs***

The remaining funding will be allocated to the Survivors First providers for the continued operation of the program, both during the current period and under the new competitive procurement. This funding will enable agencies to: retain and hire new staff, including housing navigators, employment navigators, financial coaches, and other positions relevant to case management pertinent and housing stability; directly assist families fleeing domestic violence, human trafficking, or sexual violence in securing alternate safe housing solutions to prevent homelessness; and to expand rental assistance for survivors maintain or obtain safe, permanent housing.

### **Domestic Violence Employment Navigator Pilot**

CIFD and EWDD launched the Domestic Violence Employment Navigator pilot program (C.F. 22-0683) in 2023 in an effort to support domestic violence survivors in accessing employment services. The pilot program is funded by \$250,000 in grant funding provided to EWDD by WIOA. The program partners with two domestic violence service providers, Jenesse Center and Haven Hills, with WorkSource Centers (WSC). The navigators, co-located between a domestic violence agency and WSC, direct client services through orientations, counseling, and assessments. This approach supports participants in creating individualized employment plans and offers comprehensive case management, supportive services, training, and job placement assistance. By providing enhanced, trauma-informed employment services, the program addresses the unique barriers domestic violence survivors face in securing employment.

Contract amendments with the Jenesse Center and Haven Hills will extend services provided through this pilot through December 31, 2024.

### **FISCAL IMPACT STATEMENT**

There is no fiscal impact on the General Fund.



ABIGAIL R. MARQUEZ  
General Manager

Attachment:

[Family Homelessness Challenge Round 2 \(FHC-2\) Grant - Standard Agreement Language](#)

**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”). FHC was amended by Stats. 2021, Ch. 111, Sec. 14. (AB 140) Effective July 19, 2021).

The Program is administered by the California Department of Housing and Community Development (“HCD”) 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, \$32 million will be distributed across a minimum of two rounds of funding. On June 24, 2022, \$17 million was awarded in FHC-1 grants to 10 communities. This Standard Agreement governs the Family Homelessness Challenge Grant Program Round 2 (“FHC-2”), the second and final round of funding. FHC-2 funding is available only to eligible FHC-1 grantees. (Health and Safety Code § 50257(a)(1)(b).)

This Standard Agreement along with all its exhibits (“Agreement”) is entered into by HCD 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, HCD 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. FHC-2 provides grants to current eligible FHC-1 grantees who will utilize FHC-2 funds to expand, complement, augment, and/or strengthen their FHC-1 proposal by making families’ experiences of homelessness rare, brief, and one-time, defined as:

(a) Rare: Prevented whenever possible.

(b) Brief: Ended quickly whenever it does occur through a focus on Housing First approaches and housing outcomes.

Program Name: Family Homelessness Challenge Grant and Technical Assistance Program  
“FHC”

RFA Date: December 29, 2023

Approved Date: 07/23/2024

Prep. Date: XX-XX-XXXX

**EXHIBIT A**

(c) One-time: Ended successfully the first time.

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) Demonstrate potential for scalability and replication to support statewide efforts to address and end family homelessness.

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) “Department” means the California Department of Housing and Community Development.
- (f) “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.
- (g) “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.
- (h) “Program” means the Family Homelessness Challenge Grants and Technical Assistance Program established pursuant to this chapter.

Program Name: Family Homelessness Challenge Grant and Technical Assistance Program  
“FHC”

RFA Date: December 29, 2023

Approved Date: 07/23/2024

Prep. Date: XX-XX-XXXX

**EXHIBIT A**

(i) “Recipient” means a jurisdiction that receives funds from HCD for the purposes of the program.

**Additional definitions for the purposes of the FHC-2 program:**

“Eligible applicants” for FHC-2 are limited to recipients of FHC-1 who remain in compliance with FHC-1 requirements and demonstrate adequate progress toward their self-identified, prioritized objective.

“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 funds obligated under contract or subcontract that have been fully paid and receipted, and no invoices remain outstanding.

“Cal ICH” is synonymous with “Council”.

**4. Scope of Work**

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

Grantees will utilize FHC-2 funds to implement their self-identified, prioritized objective that expands, complements, augments, and/or strengthens their FHC-1 proposal by making families’ experiences of homelessness rare, brief, and one-time.

Grantees will implement their FHC-2 funded local proposal as described in their application. Any material deviation from the proposal described in the application must be approved by HCD through the [Budget Change process described in Exhibit B.3](#). Furthermore, Grantees will implement their FHC-2 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](#).

Because of the legislative intent to share scalable and replicable family homelessness models:

Program Name: Family Homelessness Challenge Grant and Technical Assistance Program  
“FHC”

RFA Date: December 29, 2023

Approved Date: 07/23/2024

Prep. Date: XX-XX-XXXX

**EXHIBIT A**

- (a) Information about the program submitted through reporting and provided through Technical Assistance (TA) Reports will be public information that HCD will use to disseminate learnings and successful models to be replicated and scaled across the state.
- (b) Grantees are expected to be close partners with HCD. This means timely and accurate reporting, candid communication of successes and challenges, and availability of persons, information, and materials.

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.c.](#)) and participate in a program evaluation regarding their implementation of FHC-2 awards. To support this effort, the Agency will make technical assistance support available.

HCD 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 HCD's discretion in making these determinations is absolute and final.

5. **HCD Contract Coordinator**

HCD's Contract Coordinator for this Agreement is HCD's Grants Program Design Section Chief or the Section Chief's designee. Unless otherwise instructed, any communication shall be conducted through email to the HCD 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, HCD shall accept wet or original signed documents. These documents containing wet signatures should be both mailed to HCD and scanned and emailed as instructed. State law or policy may require the use of wet signatures for specific documents.

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The Representatives during the term of this Agreement will be:

	<b>PROGRAM</b>	<b>GRANTEE</b>
<b>ENTITY:</b>	California Department of Housing and Community Development	
<b>SECTION/UNIT:</b>	Policy and Program Support	
<b>ADDRESS:</b>	651 Bannon Street, Suite 400 Sacramento, CA, 95811	
<b>CONTRACT COORDINATOR:</b>	Jeannie McKendry	
<b>PHONE NUMBER:</b>	(916) 490-9589	
<b>EMAIL ADDRESS:</b>	<a href="mailto:HPDHomelessnessGrants@hcd.ca.gov">HPDHomelessnessGrants@hcd.ca.gov</a> <a href="mailto:Jeannie.McKendry@hcd.ca.gov">Jeannie.McKendry@hcd.ca.gov</a>	

The Department reserves the right to change their HCD 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 HCD's grant general email box at [HPDHomelessnessGrants@hcd.ca.gov](mailto:HPDHomelessnessGrants@hcd.ca.gov).

Notice to either party may be given by email. Such notice shall be effective when received as indicated on email. Changes to the HCD Contract Coordinator, designee, and/or contact information or grantee information can be made without a formal amendment.

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

- A. This Agreement is effective upon execution by Agency. This is indicated by the HCD provided signature and date on the second page of the accompanying STD. 213, Standard Agreement. Note, HCD 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.
- C. This Agreement will terminate on March 31, 2027.

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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 HCD.

HCD 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:

All Program funds (100 percent of FHC-1 and FHC-2) shall be expended by 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**

HCD 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 HCD's discretion in making these determinations is absolute and final.

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**EXHIBIT B****BUDGET DETAIL AND DISBURSEMENT PROVISIONS****1. Payee**

Name: [Legal Grantee Name] Amount: \$ [FHC-2 Award Amount]

**2. General Conditions Prior to Disbursement**

All Grantees must submit the following completed forms prior to round 2 of the Family Homelessness Challenge (FHC-2) funds being released:

- A. Request for Funds Form ("RFF")
- B. STD 213 Standard Agreement form and initialed Exhibits A, B, D and E
- C. STD 204 Payee Data Record or Government Agency Taxpayer ID Form

**3. Disbursement of Funds**

FHC-2 funds will be disbursed to the Grantee upon receipt, review and approval of the completed Standard Agreement and RFF by the Department. The RFF must include the proposed eligible uses and the amount of funds proposed to be expended. The FHC-2 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.

**4. Budget Details and Expenditure of Funds**

The Grantee shall expend Program funds on eligible uses and activities as detailed in the submitted standardized budget and pursuant to Exhibit A, Section 4 "Scope of Work". HCD 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. HCD may consider budget change requests outside of this timeline and through email

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as needed due to documented, exigent circumstances. Grantees carry the burden to anticipate foreseeable budget change requests and should plan accordingly. HCD reserves the right to amend or adjust this process as necessary.

**A. Budget Changes**

Any decrease or increase to the total expenditures for any eligible use category must be submitted through a budget modification request and approved by HCD's Grants Program Design Section Chief or their designee, in writing, before the Grantee may expend Program funds according to an alternative standardized budget. Budget modification requests may be submitted with the regular quarterly reports or by reaching out to [HPDHomelessnessGrants@hcd.ca.gov](mailto:HPDHomelessnessGrants@hcd.ca.gov). The Grants Program Design Section Chief will respond to Grantee with approval or denial of the 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. 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 must be submitted to HCD for prior approval.

These eligible uses and activities must be consistent with HSC Sections 50255 – 50259, other applicable laws, the terms and conditions of this Agreement, HCD 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. Purpose](#).

**B. Eligible Uses**

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.

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**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.

**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 Housing**, 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.

In addition to the funding use requirements described above, the Grantee's expenditure of its entire FHC-2 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, including reporting, contract management, etc. For purposes of

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this Agreement, “administrative costs” do not include staff or other costs directly related to implementing activities funded by the program allocation.

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

**5. Ineligible Costs**

FHC-2 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, HCD 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. Purpose](#).

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

HCD 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-2 funds to pay for ineligible activities, the Grantee shall be required to reimburse these funds to HCD at an amount and timeframe determined by HCD.

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 HCD by the Grantee at an amount and timeframe determined by Agency.

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

Unless expressly approved by HCD in writing, reimbursements are not permitted for any Program expenditures prior to this Agreement’s date of execution.

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**EXHIBIT D****FHC GENERAL TERMS AND CONDITIONS****1. Termination and Sufficiency of Funds****A. Termination of Agreement**

HCD 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 HCD 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 HCD 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 HCD and a formal amendment to this Agreement to affect such subcontract or novation.

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

Grantee submitted a budget to HCD 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

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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 HCD approval, disbursement, or monitoring of the funding and the grants or activities governed by this Agreement, then HCD 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**

- 1) Grantee is required to provide HCD 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.
- 2) Grantee will be required to provide at a minimum:
  - (a) Client service data and housing status of persons served;
  - (b) Status of funding as presented in the HCD approved, standardized budget; and
  - (c) Continued confirmation that projects receiving FHC-2 funds are populated timely into HMIS and use HCD 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.

- 3) The quarterly reports shall be submitted on a template to be provided by HCD at least 60 days prior to the first reporting deadline. HCD may request interim reports as needed and will provide no less than 30 days' notice to Grantees.

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- 4) If the Grantee fails to provide any such report, HCD may recapture any portion of the amount authorized by this Agreement with a 14-day written notification.

**B. Evaluation**

- 1) Grantees shall participate in a program evaluation regarding their implementation of FHC-2 awards. To support this effort, HCD 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.
- 2) Grantees are expected to be close partners with HCD 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 HCD 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 HCD or its designee.
- 3) For the purpose of evaluation, HCD 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. HCD will comply with Grantee's site visit terms during any site visits.
- 4) 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.
- 5) 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.
- 6) All terms and conditions that apply to reporting similarly apply to evaluation.

**C. Auditing**

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HCD reserves the right to perform or cause to be performed a financial audit. At HCD 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:

- 1) The audit shall be performed by an independent certified public accountant.
- 2) The Grantee shall notify HCD of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by HCD to the independent auditor's working papers.
- 3) The Grantee is responsible for the completion of audits and all costs of preparing audits.
- 4) If there are audit findings, the Grantee must submit a detailed response acceptable to HCD for each audit finding within 90 days from the date of the audit finding report.

5. **Inspection and Retention of Records**

A. **Record Inspection**

HCD 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 HCD, or its designee, with any relevant information requested within 30 days of a written request. Failure to provide the requested information may be considered a breach of this agreement.

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, HCD guidance or directives, and this Agreement.

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### 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.

### C. Public Records Act

The grantees' final FHC-2 application, this contract, and other documents related to the grant are considered public records, which are available for public viewing pursuant to the California Public Records Act Division 10 (commencing with Section 7920.000) of Title 1 of the Government Code.

## 6. Breach and Remedies

### A. Breach of Agreement

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

- 1) Grantee's failure to comply with the terms or conditions of this Agreement.
- 2) Use of, or permitting the use of, Program funds provided under this Agreement for any ineligible activities.
- 3) 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 HCD in law or equity for breach of this Agreement, HCD may:

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- 1) Conduct a program monitoring which will include a corrective action plan (CAP) with findings, remedies, and timelines for resolving the findings.
- 2) Bar the Grantee from applying for future FHC funds;
- 3) Revoke any other existing FHC award(s) to the Grantee;
- 4) Require the return of any unexpended FHC Grant funds disbursed under this Agreement;
- 5) Require repayment of FHC Grant funds disbursed and expended under this Agreement;
- 6) Require the immediate return to HCD of all funds derived from the use of FHC Grant funds;
- 7) 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 HCD are cumulative and not exclusive.

D. HCD 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 HCD 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 HCD 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

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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 HCD 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

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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:

- 1) The dangers of drug abuse in the workplace;

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- 2) Grantee's policy of maintaining a drug-free workplace;
  - 3) Any available counseling, rehabilitation, and employee assistance program; and
  - 4) 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:
- 1) Will receive a copy of Grantee's drug-free policy statement, and
  - 2) 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

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satisfaction of HCD 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-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:

- 1) Perform the work in accordance with Federal, State and Local housing and building codes, as applicable.
- 2) Maintain at least the minimum State-required worker's compensation for those employees who will perform the work or any part of it.
- 3) 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.
- 4) 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,

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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.

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.

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**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. Grantees must maintain records of all expenditures of the proceeds from these interest-bearing accounts for five (5) years and report on these expenditures as required by HCD. HCD reserves the right to perform or cause to be performed a financial audit on the use of proceeds from interest-bearing accounts.
2. Grantee shall utilize its local Homeless Management Information System (HMIS) to track FHC-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 funding (e.g., by creating appropriate FHC-2 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. 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 HCD or by a contracted technical assistance provider acting on behalf of HCD and report to HCD on programmatic changes the grantee will make as a result of the technical assistance and in support of their grant objective.

Program Name: Family Homelessness Challenge Grant and Technical Assistance

Program "FHC"

RFA Date: December 29, 2023

Approved Date: 07/23/2024

Prep. Date: XX-XX-XXXX

## EXHIBIT E

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.

Program Name: Family Homelessness Challenge Grant and Technical Assistance

Program "FHC"

RFA Date: December 29, 2023

Approved Date: 07/23/2024

Prep. Date: XX-XX-XXXX