



County of San Bernardino DELEGATED AUTHORITY – DOCUMENT REVIEW FORM

This form is for use by any department or other entity that has been authorized by Board of Supervisors/Directors action to execute grant applications, awards, amendments or other agreements on their behalf. All documents to be executed under such delegated authority must be routed for County Counsel and County Administrative Office review prior to signature by designee.

Note: This process should NOT be used to execute documents under a master agreement or template, or for construction contract change orders. Contact your County Counsel for instructions related to review of these documents.

Complete and submit this form, along with required documents proposed for signature, via email to the department's County Counsel representative and Finance Analyst. If the documents proposed for signature are within the delegated authority, the department will submit the requisite hard copies for signature to the County Counsel representative. Once County Counsel has signed, the department will submit the signed documents in hard copy, as well as by email, to CAO Special Projects Team for review. If approved, the department will be provided routing instructions as well as direction to submit one set of the executed documents to the Clerk of the Board within 30 days.

For detailed instructions on submission requirements, reference Section 7.3 of the Board Agenda Item Guidelines as the Delegation of Authority does not eliminate the document submission requirements.

Department/Agency/Entity: Office of Homeless Services/ Community Revitalization

Contact Name: Tom Hernandez Telephone: 909-501-0611

Agreement No.: _____ Amendment No.: _____ Date of Board Item 1/25/22 Board Item No.: 58

Name of Contract Entity/Project Name: Business, Consumer Svcs & Housig/HHAP Round 3 Acceptance of Initial Disbursement

Explanation of request/Special Instructions:
Please see HHAP Round-3 Narrative Attached.

Insert check mark that the following required documents are attached to this request:

- ☒ Documents proposed for signature (Note: For contracts, include a signed non-standard contract coversheet for contracts not submitted on a standard contract form).
- ☒ Board Agenda item that delegated the authority

Department Routed to County Counsel	County Counsel Name: Suzanne Bryant	Date Sent: <u>2-10-22</u>
Reviewing County Counsel Use Only	Review Date <u>2-10-22</u> <u>Suzanne Bryant</u> Signature	Determination: ☒ Within Scope of Delegated Authority ☐ Outside Scope of Delegated Authority
CAO-Special Projects Use Only	Review Date <u>2-11-2022</u> <u>Pamela Williams</u> Signature	Disposition: ☒ Route for signature to: ☐ Chair ☒ CEO ☐ Department ☐ Return to Department for preparation of agenda item

* CEO authority / OTS to ratify action.

On January 25, 2022 (Item No. 58), the Board of Supervisors (Board) authorized the Chief Executive Officer (CEO), subject to ratification at the next available Board meeting, to execute and accept grant awards. This request is to have the CEO endorse the Homeless Housing, Assistance and Prevention (HHAP) Round-3 Initial Disbursement Contract for Funds to accept this initial award and disbursement of funds. The Office of Homeless Services will provide CAO-Special Projects the required information for ratification upon the first available Board date.

The State process for HHAP Round-3 differs from HHAP Rounds 1 and 2 in that 20% of the anticipated grant funds are being advanced by the State prior to the release of the Notice of Funding Availability and grant application submittal. To determine projected amounts and counties that intended to participate, the State requested that an Intent to Apply be submitted for HHAP Round-3 by October 2021. However, the State provided only a two-week window for the Intent to Apply to be submitted. On October 15, 2021, the CEO approved and executed the HHAP Round-3 Intent to Apply based on the State's shortened turnaround. San Bernardino County has been awarded HHAP Round-3 Initial Disbursement in the amount of \$728,349.96 and will receive its remainder disbursement in the amount of \$2,913,399.86 after the approval of HHAP Round-3 application expected by June 30, 2022, followed by the full execution of the Remainder Disbursement Contract for Funds.

The HHAP Round-3 Initial Disbursement Contract for Funds was received by the State on January 14, 2022. The Administrative Executive Officer and CEO are the only two authorized signatories for HHAP funding. Due to the change in leadership, the CEO is now the only current authorized signatory for the forms that are due by February 13th with the last working day of February 11th. Office of Homeless Services requests that the CEO complete forms STD 213 Standard Agreement Cover Page (printed title, signature and date) under the "Contractor" section, initial Exhibits A-F, and sign, print name, title and date on the Request for Funds (RFF) page as detailed in the Grantee Initial Disbursement Instruction. Exhibit E only needs to be initialed at the bottom of the page.

Budgets, budget narratives, plans, list of eligible uses, homeless action plans will not be available until time of grant application as these will still need to be developed.

not
using
wavy
authority

**REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS
SITTING AS THE GOVERNING BOARD OF THE FOLLOWING:
SAN BERNARDINO COUNTY
BOARD GOVERNED COUNTY SERVICE AREAS
SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT
AND RECORD OF ACTION**

**REPORT/RECOMMENDATION TO THE BOARD OF DIRECTORS
OF THE FOLLOWING:
BIG BEAR VALLEY RECREATION AND PARK DISTRICT
BLOOMINGTON RECREATION AND PARK DISTRICT
IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY
INLAND COUNTIES EMERGENCY MEDICAL AGENCY
SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT
AND RECORD OF ACTION**

January 25, 2022

FROM

LEONARD X. HERNANDEZ, Chief Executive Officer, County Administrative Office

SUBJECT

Extension of Authority for Actions Related to COVID-19 Pandemic

RECOMMENDATION(S)

Approve extension of the following actions due to the local emergency within San Bernardino County resulting from the worldwide health threat related to the Novel Coronavirus, or COVID-19:

1. Acting as the governing body of the San Bernardino County, Board Governed County Service Areas, San Bernardino County Flood Control District, Big Bear Valley Recreation and Park District, Bloomington Recreation and Park District, In-Home Supportive Services Public Authority, Inland Counties Emergency Medical Agency, and the San Bernardino County Fire Protection District, delegate authority to the Chief Executive Officer or Chief Operating Officer to modify County operations through March 31, 2022, due to the COVID-19 pandemic, and extend as necessary, subject to ratification by the Board of Supervisors at the next available Board meeting.
2. Acting as the governing body of the San Bernardino County, Board Governed County Service Areas, San Bernardino County Flood Control District, Big Bear Valley Recreation and Park District, Bloomington Recreation and Park District, In-Home Supportive Services Public Authority, Inland Counties Emergency Medical Agency, and the San Bernardino County Fire Protection District, authorize the Chief Executive Officer, through March 31, 2022, subject to ratification by the Board of Supervisors at the next available Board meeting, to:
 - a. execute or terminate all contracts and amendments to previously-approved contracts to the extent the execution, termination or amendment to such contracts are in excess of

**Extension of Authority for Actions Related to COVID-19 Pandemic
January 25, 2022**

the Purchasing Agent authority, so long as the total contract amount does not exceed \$5 million;

- b. apply for and accept any grant awards or donations;
 - c. execute and amend leases or licenses for use in support of the COVID-19 pandemic response pursuant to County Code section 21.0105;
 - d. approve the competitive and non-competitive acquisition of any goods and equipment purchases, including unbudgeted fixed assets with a unit value over \$10,000, and personnel to support the emergency response to COVID-19 that would require Board of Supervisors' approval under current law, regulations or County policies, without changing the Purchasing Agent's authority as granted under County Policy 11-04;
 - e. approve and adopt resolutions which may be necessary in support of the COVID-19 pandemic response;
 - f. approve allocations from the mandatory contingencies or the General Purpose Reserve as allowed under the County's declaration of an emergency;
 - g. approve Transfers of Salaries and Benefits and Fixed Asset Appropriation, to support the emergency response to COVID-19.
3. Acting as the governing body of the San Bernardino County, Board Governed County Service Areas, San Bernardino County Flood Control District, Big Bear Valley Recreation and Park District, Bloomington Recreation and Park District, In-Home Supportive Services Public Authority, Inland Counties Emergency Medical Agency, and the San Bernardino County Fire Protection District, authorize the Purchasing Agent, through March 31, 2022, as documented in a report from Purchasing to the Board of Supervisors quarterly, to temporarily increase CAL-Card limits to procure goods and equipment necessary to support the emergency response to COVID-19 without following any competitive process requirements or additional administrative approvals which may be required by County Policy or the Procurement Card Manual maintained by the Purchasing Agent.
- (Presenter: Matthew Erickson, County Chief Financial Officer, 387-5423)

COUNTY AND CHIEF EXECUTIVE OFFICER GOALS & OBJECTIVES

Promote the Countywide Vision.

Improve County Government Operations.

Operate in a Fiscally-Responsible and Business-Like Manner.

Provide for the Safety, Health and Social Service Needs of County Residents.

FINANCIAL IMPACT

The County continues to incur significant costs resulting from the COVID-19 pandemic. These costs may require the use of additional Discretionary General Funding should federal funding or other sources of funding not be available. Originally on March 24, 2020 (Item No. 67), and later extended on May 19, 2020 (Item No. 105), June 23, 2020 (Item No. 124), July 28, 2020 (Item No. 72), August 25, 2020 (Item No. 71), September 29, 2020 (Item No. 79), October 27, 2020 (Item No. 96), November 17, 2020 (Item No. 99), December 15, 2020 (Item No. 80), January 26, 2021 (Item No. 67), February 9, 2021 (Item No. 75), March 9, 2021 (Item No. 53), April 6, 2021 (Item No. 51), May 18, 2021 (Item No. 101), June 22, 2021 (Item No. 119), July 27, 2021 (Item No. 62), August 24, 2021 (Item No. 62), September 21, 2021 (Item No. 51), October 26, 2021 (Item No. 84), November 16, 2021 (Item No. 72), and December 14, 2021 (Item No. 72), the Board of Supervisors (Board) authorized the Chief Executive Officer (CEO) to use additional Discretionary General Funding (Net County Cost), in response to the COVID-19 pandemic, if necessary. Due to the continued threat of COVID-19, it is being recommended that this authority be extended through March 31, 2022. Should the CEO exercise such authority, a future item will be submitted to the Board for approval of additional Discretionary General Funding.

**Extension of Authority for Actions Related to COVID-19 Pandemic
January 25, 2022**

BACKGROUND INFORMATION

The COVID-19 virus originated in late 2019 and began spreading, initially, within China and then to other countries. On January 30, 2020, the World Health Organization declared the outbreak to be a “public health emergency of international concern”. This was followed on January 31, 2020 by the United States Human Services Secretary declaring a public health emergency.

On March 4, 2020, the State of California declared a state of emergency as a result of the COVID-19 outbreak due to the rising number of confirmed cases and anticipated complications for those infected, including potential deaths. On March 10, 2020, the County Public Health Officer declared a local health emergency to help ensure county government and the public were prepared for the possibility that COVID-19 would appear within the county. On March 10, 2020 (Item No. 75), San Bernardino County proclaimed the existence of a local emergency resulting from COVID-19, which causes infectious disease resulting in symptoms of fever, coughing and shortness of breath with outcomes ranging from mild to severe illness and in some cases, death.

Recommendation No. 1

On March 19, 2020, the Governor issued a statewide “Stay-at-Home” Order to help prevent the spread of COVID-19. In an effort to slow the spread of COVID-19, County offices were closed to the public during the “Stay-at-Home” Order. Certain County offices offered services online and over the phone during the closure. While this “Stay-at-Home” Order has been lifted, the County and additional entities (all referred to for convenience purposes in this item as “County”) continue to evaluate staffing needs to ensure vital services remain available to the public. Recommendation No. 1 will authorize the CEO or Chief Operating Officer to make adjustments to County operations, and extend as necessary through March 31, 2022, to respond to stay-at-home orders and future phases of recovery where such restrictions are eased or lifted. This would provide departments the flexibility to respond to public needs.

Recommendation No. 2

Recommendation No. 2 will continue to authorize the CEO to act on specific lease, purchasing, or finance matters necessary for the continuation of County operations in response to the COVID-19 pandemic, through March 31, 2022, should these matters require a response where time is of the essence. These matters under Recommendation No. 2 will be presented to the Board for ratification at the next available Board meeting.

Recommendation Nos. 1 and 2 were approved by the Board of Supervisors on March 24, 2020 (with an end date of May 31, 2020) (Item No. 67), and later extended on May 19, 2020 (Item No. 105), June 23, 2020 (Item No. 124), July 28, 2020 (Item No. 72), August 25, 2020 (Item No. 71), September 29, 2020 (Item No. 79), October 27, 2020 (Item No. 96), November 17, 2020 (Item No. 99), December 15, 2020 (Item No. 80), January 26, 2021 (Item No. 67), February 9, 2021 (Item No. 75), March 9, 2021 (Item No. 53), April 6, 2021 (Item No. 51), May 18, 2021 (Item No. 101), June 22, 2021 (Item No. 119), July 27, 2021 (Item No. 62), August 24, 2021 (Item No. 62), September 21, 2021 (Item No. 51), October 26, 2021 (Item No. 84), November 16, 2021 (Item No. 72), and December 14, 2021 (Item No. 72).

Recommendation No. 3

Recommendation No. 3 will continue to authorize the Purchasing Agent to temporarily increase CAL-Card limits to procure goods and equipment necessary to support the emergency response to COVID-19, through March 31, 2022, without following any competitive process requirements or additional administrative approvals which may be required by County Policy or the

**Extension of Authority for Actions Related to COVID-19 Pandemic
January 25, 2022**

Procurement Card Manual maintained by the Purchasing Agent. This will assist the Purchasing Agent with expediting procurement matters in relation to COVID-19 where time is of the essence. This recommendation was approved by the Board on March 10, 2020 (Item No. 76), but rescinded on November 17, 2020 (Item No. 99) to include it on one comprehensive item with other actions related to COVID-19, of which the authority for these actions were brought forth on the November 17, 2020 (Item No. 99), and were extended by the Board on December 15, 2020 (Item No. 80), January 26, 2021 (Item No. 67), February 9, 2021 (Item No. 75), March 9, 2021 (Item No. 53), April 6, 2021 (Item No. 51), May 18, 2021 (Item No. 101), June 22, 2021 (Item No. 119), July 27, 2021 (Item No. 62), August 24, 2021 (Item No. 62), September 21, 2021 (Item No. 51), October 26, 2021 (Item No. 84), November 16, 2021 (Item No. 72), and December 14, 2021 (Item No. 72).

PROCUREMENT

Not Applicable.

REVIEW BY OTHERS

This item has been reviewed by County Counsel (Julie Surber, Principal Assistant County Counsel, 387-5455) on December 21, 2021; Finance (Stephenie Shea, Administrative Analyst, 387-4919) on December 10, 2021; and County Finance and Administration (Matthew Erickson, County Chief Financial Officer, 387-5423) on December 20, 2021.

**Extension of Authority for Actions Related to COVID-19 Pandemic
January 25, 2022**

Record of Action of the Board of Supervisors
San Bernardino County
Board Governed County Service Areas
San Bernardino County Flood Control District

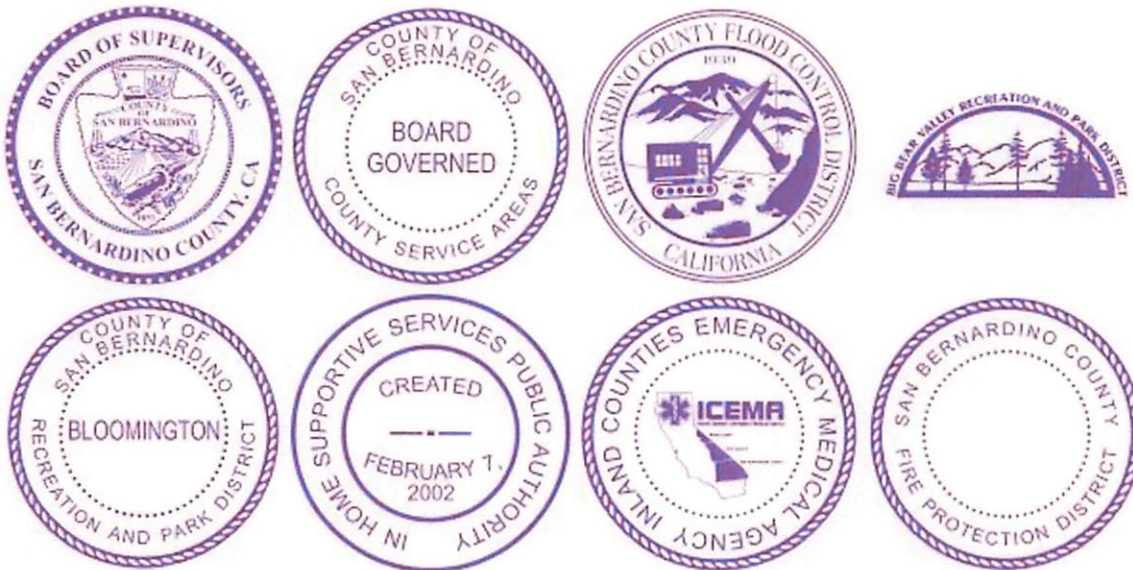
Record of Action of the Board of Directors
Big Bear Valley Recreation and Park District
Bloomington Recreation and Park District
In-Home Supportive Services Public Authority
Inland Counties Emergency Medical Agency (ICEMA)
San Bernardino County Fire Protection District

APPROVED (CONSENT CALENDAR)

Moved: Col. Paul Cook (Ret.) Seconded: Joe Baca, Jr.
Ayes: Col. Paul Cook (Ret.), Janice Rutherford, Dawn Rowe, Curt Hagman, Joe Baca, Jr.

Lynna Monell, CLERK OF THE BOARD/SECRETARY

BY 
DATED: January 25, 2022



cc: File- Emergency/Covid-19
LA 01/27/2022



CALIFORNIA HOMELESS COORDINATING AND FINANCING COUNCIL

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

January 14, 2022

San Bernardino County
Attn: Tom Hernandez
215 North D Street, Suite 301,
San Bernardino, CA 92415-0044

**RE: HHAP-3 Initial Disbursement Announcement – San Bernardino County
Agreement # 22-HHAP-10066
Initial Disbursement: \$728,349.96**

Dear Tom Hernandez:

The Business, Consumer Services and Housing Agency's (BCSH) Homeless Coordinating and Financing Council (HCFC) is pleased to announce that San Bernardino County has been awarded a Homeless Housing, Assistance and Prevention Round 3 (HHAP-3) Initial Disbursement in the amount of **\$728,349.96**. This letter constitutes notice of the initial award of HHAP-3 funds.

San Bernardino County will receive its initial disbursement of funds after the Initial Disbursement Contract for Funds is fully executed. Please be advised that this award is subject to the terms and conditions of the Initial Disbursement Contract for Funds enclosed with this award packet. Failure to sign and return the Initial Disbursement Contract for Funds within 30 days of receipt from BCSH may result in a delay of disbursement of funds.

San Bernardino County will receive its remainder disbursement in the amount of **\$2,913,399.86** after approval of the HHAP-3 application and full execution of the Remainder Disbursement Contract for Funds.

Congratulations on receiving your initial HHAP-3 award. For further information or if you have any questions, please contact the HCFC grants team at HHAP@bcsh.ca.gov.

Sincerely,

Victor Duron

Victor Duron,
Grants Director



CALIFORNIA

HOMELESS COORDINATING AND FINANCING COUNCIL

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

INSTRUCTIONS

To receive your initial disbursement of Homeless Housing, Assistance and Prevention Round 3 (HHAP 3) funding as soon as possible, please follow the instructions below. Incomplete documents or an untimely submission may result in a delayed disbursement.

Within this award package you will find the following documents:

- ☐ Award Letter
- ☐ Instructions
- ☐ STD 213 - Standard Agreement Cover page
- ☐ Standard Agreement Exhibits A - F
- ☐ Request for Funds Form

The Standard Agreement contains:

- ☐ **STD 213** Standard Agreement Cover page
- ☐ **Exhibit A** Authority, Purpose and Scope of Work
- ☐ **Exhibit B** Budget Detail and Disbursement Provisions
- ☐ **Exhibit C** General Terms and Conditions
- ☐ **Exhibit D** Special Terms and Conditions
- ☐ **Exhibit E** State of California General Terms and Conditions
- ☐ **Exhibit F** Standard Agreement to Apply

For expeditious handling of the contract, please complete the following:

1. **Review** all documents thoroughly and discuss the requirements with your legal and financial advisors. Changes to the documents will not be accepted unless approved by the Business, Consumer Services and Housing Agency (Agency). Please verify that all information is correct on the documents including the entity name, contractor name, address and initial disbursement amount—it is the grantee's responsibility to ensure this information is correct.
 - **Note on Request for Funds Form (RFF):** Please check the grantee information at the top of the form. ***This will be the information that is used when checks are printed and mailed to grantees.*** The "Grantee Name" will be the name printed on the award check,

which is typically the Administrative Entity name. If you would like the check mailed to an individual's attention, include their information in the "Attention to" line. The address listed should be the physical address where the check will be mailed. The "Contact Person" should be the individual we should contact if we have any questions about the initial disbursement documents.

2. **Obtain required signatures and/or initials** on each of the forms as follows. Each of the documents must be signed and/or initialed by an individual named as an Authorized Representative or Signatory on the Authorized Signatory Form on file with HCFC. Both original wet signatures and electronic signatures are acceptable.

- ☐ **STD 213 Standard Agreement Cover Page:** **printed name, title, signature and date** on the lower section titled "Contractor"
- ☐ **Exhibits A-F:** **initial** in the space provided on the bottom right of each Exhibit page.
- ☐ **Request for Funds (RFF):** **signature, printed name, title and date** on the lower section titled "Certification"

3. Once all documents are signed and/or initialed, **email** them to HHAP@bcsh.ca.gov within 30 days after receiving the award package.
4. Maintain a complete signed electronic version of the STD 213 and Exhibits A through F for your records. Note: the contract is not effective until it is signed by the Grantee's Authorized Representative or Signatory and the Agency. Once the Standard Agreement has been signed by Agency, a copy will be emailed to the Grantee for recordkeeping purposes.

REMINDERS: The Agency reserves the right to cancel a pending Standard Agreement in its entirety if it is not returned via email by the required due date. As stated in item 1, no changes may be made to the Standard Agreement or Exhibits A - F without prior written approval from the Agency.

If you have any issues with filling out these forms, please do not hesitate to reach out to us for assistance by emailing HHAP@bcsh.ca.gov.

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 22-HHAP-10066

PURCHASING AUTHORITY NUMBER (If Applicable) 010725

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Business, Consumer Services and Housing Agency

CONTRACTOR NAME

San Bernardino County Office of Homeless Services

2. The term of this Agreement is:

START DATE

Upon BCSH approval

THROUGH END DATE

10/1/2026

3. The maximum amount of this Agreement is:

\$728,349.96 (Seven Hundred Twenty Eight Thousand Three Hundred Forty Nine Dollars and Ninety Six Cents)

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

Exhibits	Title	Pages
Exhibit A	Authority, Purpose and Scope of Work	8
Exhibit B	Budget Detail and Disbursement Provisions	2
Exhibit C	Homeless Coordinating and Financing Council General Terms and Conditions	8
+ - Exhibit D	Special Terms and Conditions	2
+ - Exhibit E	State of California General Terms and Conditions	1
+ - Exhibit F	Standard Agreement to Apply	5

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

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

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

CONTRACTOR

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

San Bernardino County Office of Homeless Services

CONTRACTOR BUSINESS ADDRESS

215 North D Street, Suite 301

CITY

San Bernardino

STATE

CA

ZIP

92415

PRINTED NAME OF PERSON SIGNING

Leonard X. Hernandez

TITLE

County Chief Executive Officer

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

2/11/22

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER
22-HHAP-10066PURCHASING AUTHORITY NUMBER (If Applicable)
010725**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

Business, Consumer Services and Housing Agency

CONTRACTING AGENCY ADDRESS

915 Capitol Mall, Suite 350-A

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Lourdes Castro Ramírez

TITLE

Secretary

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

**Homeless Housing, Assistance, and Prevention Program Round 3 (HHAP-3)
Standard Agreement
Initial Disbursement Contract for Funds**

EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

1) Authority

The State of California has established the Homeless Housing, Assistance, and Prevention Program Round 3 ("HHAP-3" or "Program") pursuant to Chapter 6 (commencing with Section 50216) of Part 1 of Division 31 of the Health and Safety Code. (Amended by Stats. 2021, Ch. 111, Sec. 4. (AB 140) Effective July 19, 2021.)

The Program is administered by the California Homeless Coordinating and Financing Council ("HCFC") in the Business, Consumer Services and Housing Agency ("Agency"). HHAP-3 provides flexible block grant funds to Continuums of Care, large cities (population of 300,000+) and counties to build on the regional coordination created through previous HCFC grant funding and support local jurisdictions in their unified regional responses to reduce and end homelessness.

This Standard Agreement/Initial Disbursement Contract for Funds 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 Standard Agreement to Apply signed and submitted by the Grantee (Exhibit F), and the requirements appearing in the statutory authority for the Program cited above.

2) Purpose

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

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

to Strategic Uses of New and Recent State and Federal Funds to Prevent and End Homelessness in their planning efforts.

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

In accordance with the authority cited above, a Standard Agreement to Apply was submitted by the Grantee for the initial disbursement of HHAP-3 funds to be allocated to the Grantee pursuant to Health and Safety Code 50220.7(a)(4)(A).

3) **Definitions**

The following HHAP-3 program terms are defined in accordance with Health and Safety Code section 50216, subdivisions (a) – (r):

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

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

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

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

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

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

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

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

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

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

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

3) "Round 3" of the program means the funding allocated under the program with moneys appropriated during the fiscal year beginning on July 1, 2021.

4) "Round 4" of the program means the funding allocated under the program with moneys appropriated during the fiscal year beginning on July 1, 2022.

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

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

r) "Tribe" or "tribal applicant" means a federally recognized tribal government pursuant to Section 4103 of Title 25 of the United States Code.

Additional definitions for the purposes of the HHAP-3 program:

"Obligate" means that the Grantee has placed orders, awarded contracts, received services, or entered into similar transactions that require payment using HHAP-3 funding. Grantees, and the subrecipients who receive awards from those Grantees, must obligate the funds by the statutory deadlines set forth in this Exhibit A.

"Expended" means all HHAP-3 funds obligated under contract or subcontract have been fully paid and receipted, and no invoices remain outstanding.

4) Scope of Work

The Scope of Work ("Work") for this Agreement shall include uses that are consistent with Health and Safety Code (HSC) section 50218.6, subdivision (e), and section 50220.7, subdivisions (a)(4)-(5) & (f), and any other applicable laws.

By accepting these funds, the Grantee acknowledges that this initial disbursement of funds is a portion of their total allocation under the HHAP-3 Program, to be used solely for the purposes outlined below, and that in order to receive the remaining balance of its HHAP-3 program allocation, an applicant shall submit an application to the council by June 30, 2022, that includes a local homelessness action plan and specific outcome goals in accordance with the requirements laid out in HSC § 50220.7(b).

The Grantee may expend this initial disbursement of funds to complete the local homelessness action plan, required by HSC § 50220.7(b)(3)(A), including paying for any technical assistance or contracted entities to support the completion of the homelessness action plan.

For funds not spent on the Grantee's homelessness action plan, priority for these initial funds shall be for systems improvement, including, but not limited to, all of the following:

- A)** Capacity building and workforce development for service providers within the jurisdiction, including removing barriers to contracting with culturally specific service providers and building capacity of providers to administer culturally specific services.
- B)** Funding existing evidence-based programs serving people experiencing homelessness.
- C)** Investing in data systems to meet reporting requirements or strengthen the recipient's Homeless Management Information System.
- D)** Improving homeless point-in-time counts.
- E)** Improving coordinated entry systems to eliminate racial bias or to create a youth-specific coordinated entry system.

For any remaining funds not spent on the Grantee's homelessness action plan or systems improvement, the Grantee shall expend funds on existing evidence-based programs serving people experiencing homelessness among eligible populations, including any of the following eligible uses:

- a)** Rapid rehousing, including rental subsidies and incentives to landlords, such as security deposits and holding fees.
- b)** Operating subsidies in new and existing affordable or supportive housing units, emergency shelters, and navigation centers. Operating subsidies may include operating reserves.
- c)** Street outreach to assist persons experiencing homelessness to access permanent housing and services.
- d)** Services coordination, which may include access to workforce, education, and training programs, or other services needed to promote housing stability in supportive housing.
- e)** Systems support for activities necessary to create regional partnerships and maintain a homeless services and housing delivery system, particularly for vulnerable populations including families and homeless youth.
- f)** Delivery of permanent housing and innovative housing solutions, such as hotel and motel conversions.
- g)** Prevention and shelter diversion to permanent housing, including rental subsidies.

- h) New navigation centers and emergency shelters based on demonstrated need. Demonstrated need for purposes of this paragraph shall be based on the following:
- i) The number of available shelter beds in the city, county, or region served by a Continuum of Care.
 - ii) The number of people experiencing unsheltered homelessness in the homeless point-in-time count.
 - iii) Shelter vacancy rate in the summer and winter months.
 - iv) Percentage of exits from emergency shelters to permanent housing solutions.
 - v) A plan to connect residents to permanent housing.
 - vi) Any new interim sheltering funded by HHAP-3 funds must be low barrier, comply with Housing First as provided in Chapter 6.5 (commencing with Section 8255) of Division 8 of the Welfare and Institutions Code, and prioritize interventions other than congregate shelters.
- i) Improvements to existing emergency shelters to lower barriers and increase privacy.

In addition to the funding use requirements described above, the Grantee's expenditure of its entire HHAP-3 allocation must also comply with the following:

- a) At least 10 percent of the funds shall be spent on services for homeless youth populations.
- b) Not more than 7 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.

5) Agency Contract Coordinator

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

LxH
Initial

The Representatives during the term of this Agreement will be:

	PROGRAM	GRANTEE
ENTITY:	Business Consumer Services and Housing Agency	San Bernardino County Office of Homeless Services
SECTION/UNIT:	Homeless Coordinating and Financing Council (HCFC)	
ADDRESS:	915 Capitol Mall Suite 350-A Sacramento, CA, 95814	215 North D Street, Suite 301, San Bernardino, CA 92415-0044
CONTRACT COORDINATOR	Victor Duron	Tom Hernandez
PHONE NUMBER:	(916) 510-9442	(909) 501-0610
EMAIL ADDRESS:	Victor.Duron@bcsh.ca.gov	tom.hernandez@hss.sbcounty.gov

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

6) Effective Date, Term of Agreement, and Deadlines

- a) This Agreement is effective upon approval by the Agency (indicated by the signature provided by Agency in the lower left section of page one, Standard Agreement, STD. 213), when signed by all parties.
- b) This Agreement shall terminate on October 1, 2026, or upon delivery of the HHAP-3 final report required by HSC § 50223(b), whichever is sooner.
- c) Grantee shall submit an application for the remainder of their HHAP-3 allocation by June 30, 2022 in compliance with HSC § 50220.7(b).
- d) Grantee shall report on the activities funded pursuant this Agreement in the first expenditure report submitted to the Council after disbursement of the remaining funds, as required by HSC §§ 50221 and 50223.
- e) Grantees that are cities or continuums of care shall contractually obligate no less than 50 percent of HHAP-3 funds by May 31, 2024. If less than 50 percent is obligated after May 31, 2024, continuums of care and cities shall not expend any remaining portion of the 50 percent of program allocations required to have been obligated unless and until both of the following occur:

- i) On or before June 30, 2024, the Grantee submits an alternative disbursement plan to HCFC that includes an explanation for the delay.
 - ii) HCFC approves the alternative disbursement plan or provides the Grantee with guidance on the revisions needed in order to approve the alternative disbursement plan.
 - iii) If the funds identified in the approved alternative disbursement plan are not fully expended by December 31, 2024, the funds shall be returned to the HCFC to be allocated as bonus awards.
- f) Grantees that are counties shall contractually obligate the full allocation (100 percent) awarded to them by May 31, 2024. Any funds that are not contractually obligated by this date shall be reverted to the Continuum of Care that serves the county. Specific to Los Angeles County, funds that are not contractually obligated by this date shall be divided proportionately using the HHAP-3 funding allocation formula among the four CoC's that serve Los Angeles County: City of Glendale CoC, City of Pasadena CoC, the City of Long Beach CoC, and the Los Angeles Homeless Services Authority. Counties not obligating their full program allocation by May 31, 2024 are required to notify HCFC, on or before that date, of the name of the CoC(s) in which the county is served, and the amount of program funds that will be reverted to the CoC(s). By June 30, 2024, the county shall provide HCFC with evidence that the funds were transferred and submit an updated budget that clearly identifies the funds that were transferred.
- g) Grantees that do not meet the expenditure deadlines in HSC § 50220.7(k) shall not be eligible for bonus funding.
- h) HHAP-3 funds shall be expended by June 30, 2026
- i) In accordance with Health and Safety Code section 50220.5, subdivision (I), HCFC retains the right to require a corrective action plan of grantees that are not on track to fully expend funds by the statutorily required deadline.
- j) Any funds not expended by June 30, 2026 shall be available for round 4 of the program pursuant to HSC § 50218.7.

7) Special Conditions

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


Initial

**Homeless Housing, Assistance, and Prevention Program Round 3 (HHAP-3)
Standard Agreement**

EXHIBIT B

BUDGET DETAIL and DISBURSEMENT PROVISIONS

1) Budget Detail & Changes

The Grantee agrees that HHAP-3 funds shall be expended on uses that support regional coordination and expand or develop local capacity to address immediate homelessness challenges. Such activities must be informed by a best-practices framework focused on moving people experiencing homelessness into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing.

The Grantee shall expend this initial disbursement of HHAP-3 funds on eligible activities as detailed in Health and Safety Code Section 50220.7, subdivisions (a)(4)(B), (a)(5), (e), and (f).

2) General Conditions Prior to Disbursement

All Grantees must submit the following forms prior to HHAP-3 funds being released:

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

3) Disbursement of Funds

HHAP-3 funds will be disbursed to the Grantee upon receipt, review and approval of the completed Standard Agreement and RFF by Agency, the Department of General Services (DGS) and the State Controller's Office (SCO).

The RFF must include the proposed eligible uses and the amount of funds proposed for expenditure under each eligible use. This initial disbursement of HHAP-3 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. Grantee agrees that in order to receive the remaining balance of the allocation awarded to them pursuant HSC § 50218.6(a)(1), Grantee must submit an application that meets the requirements of HSC § 50220.7(b) and this application must be approved by HCFC prior to a second disbursement of funds. Additionally, Grantee will be required to enter into a separate Standard Agreement in order to receive their remaining allocation.

4) Expenditure of Funds

This initial disbursement of HHAP-3 funds must be spent in accordance with HSC sections 50218.6(e) and 50220.7, subdivisions (a)(4)(B), (a)(5), (e), and (f), as described in Exhibit A, Section 4 "Scope of Work".

5) Ineligible Costs

HHAP-3 funds shall not be used for costs associated with activities in violation of any law or for any activities not consistent with the intent of the Program and the eligible uses identified in Health and Safety Code section 50220.7, subdivisions (a)(4)(B), (a)(5), (e), and (f).

HCFC reserves the right to request additional clarifying information to determine the reasonableness and eligibility of all uses of the funds made available by this Agreement. If the Grantee or its funded subrecipients use HHAP-3 funds to pay for ineligible activities, the Grantee shall be required to reimburse these funds to Agency.

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

HCFC, at its sole and absolute discretion, shall make the final determination regarding the allowability of HHAP-3 fund expenditures.

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

Reimbursements are not permitted in HHAP-3 for any expenditures prior to the date of execution of this Agreement.

**Homeless Housing, Assistance, and Prevention Program Round 3 (HHAP-3)
Standard Agreement**

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1) Termination and Sufficiency of Funds

a) Termination of Agreement

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

b) Sufficiency of Funds

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

2) Transfers

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

3) Grantee's Application for Funds

Pursuant to HSC § 50220.7(a)(1), Grantee is required to submit to HCFC an application for the remainder of their HHAP-3 allocation to support regional coordination and expand or develop local capacity to address its immediate homelessness challenges.

4) Reporting/Audits**a) Reporting Requirements**

- i) Activities funded under this Agreement shall be reported on in the first expenditure report submitted to HCFC following the disbursement of the remaining funds. If the Grantee fails to provide such documentation, HCFC may recapture any portion of the amount authorized by this Agreement with a 14-day written notification.
- ii) Grantee is also required to comply with the reporting requirements in HSC § 50221 and 50223, as applicable

b) Auditing

Agency reserves the right to perform or cause to be performed a financial audit. At Agency request, the Grantee shall provide, at its own expense, a financial audit prepared by a certified public accountant. HHAP-3 administrative funds may be used to fund this expense. Should an audit be required, the Grantee shall adhere to the following conditions:

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

5) Inspection and Retention of Records**a) Record Inspection**

HCFC or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance under this Agreement. The Grantee agrees to provide HCFC, or its designee, with any relevant information requested. The Grantee agrees to give HCFC or its designee access to its premises, upon reasonable notice and during normal business hours, for the purpose of interviewing employees who might reasonably have information related to such records, and of inspecting and copying such books, records, accounts, and other materials that may be relevant to an investigation of compliance with the Homeless Housing, Assistance, and Prevention Program laws, the HHAP-3 program guidance document published on the website, and this Agreement.

In accordance with Health and Safety Code section 50220.7, subdivision (m), if upon inspection of records HCFC identifies noncompliance with grant requirements. HCFC retains the right to impose a corrective action plan on the Grantee.

b) Record Retention

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

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

6) Breach and Remedies

a) Breach of Agreement

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

- i) Grantee's failure to comply with the terms or conditions of this Agreement.
- ii) Use of, or permitting the use of, HHAP-3 funds provided under this Agreement for any ineligible activities.
- iii) Any failure to comply with the deadlines set forth in this Agreement.

b) Remedies for Breach of Agreement

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

- i) Bar the Grantee from applying for future HHAP funds;
- ii) Revoke any other existing HHAP-3 award(s) to the Grantee;
- iii) Require the return of any unexpended HHAP-3 funds disbursed under this Agreement;
- iv) Require repayment of HHAP-3 funds disbursed and expended under this Agreement;
- v) Require the immediate return to Agency of all funds derived from the use of HHAP-3 funds
- vi) Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or participation in the technical assistance in accordance with HHAP-3 requirements.

- c) All remedies available to Agency are cumulative and not exclusive.

- d) Agency may give written notice to the Grantee to cure the breach or violation within a period of not less than 15 days.

7) Waivers

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

8) Nondiscrimination

During the performance of this Agreement, Grantee and its subrecipients shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, and denial of medical and family care leave or pregnancy disability leave. Grantees and Sub grantees shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subrecipients shall comply with the provisions of California's laws against discriminatory practices relating to specific groups: the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.); the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.); and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, §§ 11135 - 11139.5). Grantee and its subrecipients shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

9) Conflict of Interest

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

Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Additional applicable

statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411.

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

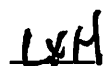
11) Child Support Compliance Act

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 D. These conditions shall be met to the satisfaction of Agency prior to disbursement of funds. The Grantee shall ensure that all Subgrantees are made aware of and agree to comply with all the conditions of


Initial

this Agreement and the applicable State requirements governing the use of HHAP-3 funds. Failure to comply with these conditions may result in termination of this Agreement.

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

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

The Grantee agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, and all other matters applicable and/or related to the HHAP-3 program, the Grantee, its subrecipients, and all eligible activities.

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

14) Inspections

- a) Grantee shall inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.
- b) HCFC reserves the right to inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.

- c) Grantee agrees to require that all work that is determined based on such inspections not to conform to the applicable requirements be corrected and to withhold payments to the subrecipient until it is corrected.

15) Litigation

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

**Homeless Housing, Assistance, and Prevention Program Round 3 (HHAP-3)
Standard Agreement**

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

- 1) All proceeds from any interest-bearing account established by the Grantee for the deposit of HHAP-3 funds, along with any interest-bearing accounts opened by subrecipients to the Grantee for the deposit of HHAP-3 funds, must be used for HHAP-3-eligible activities and reported on as required by Agency.
- 2) Per Health and Safety Code Section 50220.7 (g), any housing-related activities funded with HHAP-3 funds, including but not limited to emergency shelter (per HSC § 50220.7(e)(8)(F)), rapid-rehousing, rental assistance, transitional housing and permanent supportive housing, must be in compliance or otherwise aligned with the core components of Housing First, as described in Welfare and Institutions Code section 8255, subdivision (b). Individuals and families assisted with these funds must not be required to receive treatment or perform any other prerequisite activities as a condition for receiving shelter, housing, or other services for which these funds are used. In addition, HHAP-3 funding shall be used to adopt a Housing First approach within the entire local homelessness response system, including outreach and emergency shelter, short-term interventions like rapid re-housing, and longer-term interventions like supportive housing.
- 3) Grantee shall utilize its local Homeless Management Information System (HMIS) to track HHAP-3-funded projects, services, and clients served. Grantee will ensure that HMIS data are collected in accordance with applicable laws and in such a way as to identify individual projects, services, and clients that are supported by HHAP-3 funding (e.g., by creating appropriate HHAP-3-specific funding sources and project codes in HMIS).
- 4) Grantee shall participate in and provide data elements, including, but not limited to, health information, in a manner consistent with federal law, to the statewide Homeless Management Information System (known as the Homeless Data Integration System or "HDIS"), in accordance with their existing Data Use Agreement entered into with the Council, if any, and as required by Health and Safety Code section 50220.6. Any health information provided to, or maintained within, the statewide Homeless Management Information System shall not be subject to public inspection or disclosure under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code). For purposes of this paragraph, "health information" means "protected health information," as defined in Part 160.103 of Title 45 of the Code of Federal Regulations, and "medical information," as defined in subdivision (j) of Section 56.05 of the Civil Code. The Council may, as required by operational 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 HDIS in support of the Purpose of this Agreement and the existing Data Use Agreement.

- 5) Grantee agrees to accept technical assistance as directed by HCFC or by a contracted technical assistance provider acting on behalf of HCFC and report to HCFC on programmatic changes the grantee will make as a result of the technical assistance and in support of their grant goals.
- 6) Grantee agrees to demonstrate a commitment to racial equity and, per Section 50222 (a)(2)(B), the grantee shall use data provided through HDIS to analyze racial disproportionality in homeless populations and, in partnership with HCFC, establish clear metrics and performance monitoring for achieving equity in provision of services and outcomes for Black, Native, and Indigenous, Latinx, Asian, Pacific Islanders and other People of Color who are disproportionately impacted by homelessness and COVID-19.
- 7) 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.

Homeless Housing, Assistance, and Prevention Program Round 3 (HHAP-3)

Standard Agreement

EXHIBIT E

STATE OF CALIFORNIA GENERAL TERMS AND CONDITIONS

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

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

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

Homeless Housing, Assistance, and Prevention Program Round 3 (HHAP-3)

Standard Agreement

EXHIBIT F

STANDARD AGREEMENT TO APPLY



Homeless Housing, Assistance, and Prevention Program Round 3 (HHAP-3) Standard Agreement to Apply

HHAP-3 funding is provided pursuant to Health & Safety Code 50220.7(a) and requires all eligible applicants to submit this Standard Agreement to Apply no later than **5:00pm on October 15, 2021**. In this agreement, applicants must indicate whether they intend to apply for HHAP-3 funding jointly with an overlapping jurisdiction or apply as an individual entity. For any eligible applicant who does not submit an agreement by the deadline, HCFC may choose to re-allocate the applicant's allocation to an overlapping jurisdiction¹.

Eligible applicants applying jointly with an overlapping jurisdiction will designate **one** of the jointly applying jurisdictions as the Administrative Entity which will enter into contract with the HCFC to administer the combined allocations of the joint applicants. Applicants may only apply jointly with a Continuum of Care (CoC), large city, or county that serves an overlapping region. The Administrative Entity is required to submit a binding resolution or agreement that designates a single Administrative Entity for the combined allocations and an explanation of how the jointly applying applicants will administer the funds allocated to them pursuant to this section. This binding resolution or agreement must be signed by the authorized representatives of all applicants and must be submitted with the signed HHAP-3 Initial Disbursement Contract for Funding, separate from the Standard Agreement to Apply.

By submitting this form, you agree to participate in the HHAP-3 application process as indicated below and comply with all requirements as set forth in Health and Safety Code 50220.7.

APPLICATION SUBMISSION INFORMATION

ALL APPLICANTS:

Eligible Applicant Jurisdiction

☐ Large City: _____ ☒ County: San Bernardino County

☐ Continuum of Care: _____ CoC Number: _____

Administrative Entity: San Bernardino County - Office of Homeless Services

Contact Person: Tom Hernandez

Title: Chief of Homeless Services

Contact Phone Number: (909) 501-0610

Contact Email Address: Tom.Hernandez@hss.sbc

Individual or Joint Application Designation:

☒ San Bernardino County Office of Homeless Services will submit **an individual** application for HHAP-3 funding

☐ _____ will submit a **joint** application for HHAP-3 funding with the following overlapping jurisdiction(s):

¹ For the purposes of the HHAP program, overlapping jurisdictions are eligible applicants that are located within the same geographic area as the local CoC.

Jurisdiction Name	Applicant Type (County, CoC, or City)

JOINT APPLICANTS ONLY:**Fund Disbursement/Contract Execution**

The jointly applying jurisdictions designate the following jurisdiction as the **Administrative Entity** of the total combined allocations and acknowledge that the Administrative Entity will enter into legal agreement with HCFC and receive any disbursements for which the jointly applying jurisdictions may be deemed eligible.

Administrative Entity:

☐ CoC ☐ Large City ☐ County

Name of Applicant: _____

Joint Applicants agree to the following:

1. Joint Applicants must designate a single Administrative Entity to receive the entire combined HHAP-3 allocations.
2. The Administrative Entity must be a CoC, large city (if applicable), or county that serves the same region.
3. The Administrative Entity receiving allocations on behalf of joint applicants shall use the funds in the jurisdiction(s) entitled to the funds or to provide regional housing or services that serve the population living in each of the jurisdiction(s) entitled to the funds.
4. The Administrative Entity is responsible for complying with all program expenditure requirements and deadlines for the total combined allocations it is administering.
5. The Administrative Entity must enter into a binding resolution or agreement with joint applicants to designate the Administrative Entity for the combined allocations which includes an explanation of how the jointly applying applicants will administer the funds allocated to them. This binding resolution or agreement must be signed by authorized representatives and will be included with the contract for funds.
6. The HHAP-3 joint application will clearly identify the intended use of all the funds from each jointly applying jurisdiction.
7. The HHAP-3 joint application will clearly describe in detail the collaboration between the jointly applying jurisdictions and an explanation of how the jointly applying jurisdictions will partner to meet their program goals.
8. The performance goals set in the HHAP-3 joint application will be used to determine the joint applicants' eligibility for future bonus funding.

HHAP-3 APPLICATION REQUIREMENTS**Application Requirements – ALL APPLICANTS:**

By initialing below, the eligible applicant(s) acknowledges their intent to participate in the HHAP-3 application process as follows:

TH _____ the eligible applicant(s) will receive an Initial disbursement equaling no more than 20% (or 25% for jointly applying applicants) of their total allocation if this Agreement to Participate is submitted by 5:00pm on October 15, 2021 per HSC 50220.7(a)(4)(A)(ii).

TH _____ Initial funds may be used to complete the local homeless action plan, as required by HSC 50220.7(b)(3)(A), including paying for any technical assistance or contracted entities to support the completion of the homelessness action plan.

TH _____ As stated in HSC § 50220.7(a)(5), priority for initial funds, above the costs of completing the homelessness action plan, shall be for systems improvement, including, but not limited to, all of the following:

(A) Capacity building and workforce development for service providers within the jurisdiction, including removing barriers to contracting with culturally specific service providers and building capacity of providers to administer culturally specific services.

(B) Funding existing evidence-based programs serving people experiencing homelessness.

(C) Investing in data systems to meet reporting requirements or strengthen the recipient's Homeless Management Information System.

(D) Improving homeless point-in-time counts.

(E) Improving coordinated entry systems to eliminate racial bias or to create a youth-specific coordinated entry system.

TH _____ To receive the remaining balance of its round 3 program allocation, an applicant shall submit an application to the council by June 30, 2022, that includes a local homelessness action plan and specific outcome goals in accordance with the requirements laid out in HSC § 50220.7(b).

TH _____ The applicant shall engage with the council on its local plan and outcome goals before submitting a complete application, per HSC § 50220.7(b)(1).

TH _____ For city, county, and continuum of care applicants, local homelessness action plans pursuant to HSC § 50220.7(b)(3)(A) and outcome goals pursuant to HSC § 50220.7(b)(3)(C) shall be agendized at a regular meeting of the governing body, including receiving public comment, before being submitted to the council, per HSC § 50220.7(b)(2).

TH _____ A complete application shall conform to the requirements laid out in HSC § 50220.7(b)(3).

FORM CONTINUES ON PAGE 4

HHAP-3 GRANTEE AWARD DISBURSEMENT INFORMATION**ALL APPLICANTS:**

Instructions: Please fill out the information below, which is needed to process your HHAP Round 3 (HHAP-3) initial award disbursement:

Administrative Entity/Contracting Agency Name

San Bernardino County Office of Homeless Services

Administrative Entity/Contracting Agency Business Address

215 North D Street, Suite 301

Contract Manager Name

Tom Hernandez

Contract Manager Email Address

Tom.Hernandez@hss.sbcounty.gov

Contract Manager Phone Number

(909) 501-0610

Award Check Mailing Address (Include "Attention to:" if applicable)

Attention to: Tom Hernandez

215 N. D Street, Suite 301, San Bernardino, CA 92415-0044

For grantees who have previously contracted with BCSH, in order to reduce the amount of paperwork needed to process your HHAP-3 award, HCFC is offering the opportunity to use the Tax ID Form (Government Taxpayer ID Form for governmental entities or STD 204 Form for non-governmental entities) and/or Authorized Signatory Form currently on file with HCFC for HHAP-3 award disbursements. You may revoke these authorizations by submitting an updated Tax ID Form or Authorized Signatory Form to hhap@bcsh.ca.gov.

Select one:

☒ The information on the Tax ID Form used for the HHAP-2 award disbursement is accurate, and I am authorizing HCFC to use the previously submitted form for the HHAP-3 initial award disbursement

☐ I have included a new Tax ID Form for the initial HHAP-3 award disbursement

Select one:

☒ The information on the most recent Authorized Signatory Form on file with HCFC is accurate, and I am authorizing HCFC to use the form on file for HHAP-3

☐ I have included a new authorized signatory form for HHAP-3

CERTIFICATION

I certify that the signature below is authorized to sign for all applicable documents for the HHAP-3 grant on behalf of the Eligible Applicant Jurisdiction listed above.

Leonard X. Hernandez

Name and Title of Authorized Representative**Signature of Authorized Representative****Date**

10/15/2021



HOMELESS HOUSING, ASSISTANCE AND PREVENTION ROUND 3 INITIAL DISBURSEMENT REQUEST FOR FUNDS FORM

Contract Number	22-HHAP-10066	Expiration Date:	6/30/2026
Invoice Number	22-HHAP-10066	Contact Person:	Tom Hernandez
Grantee Name:	San Bernardino County Office of Homeless Services	Contact Person Title:	Chief of Homeless Services
Attention to:	Tom Hernandez	E-mail:	tom.hernandez@hss.sbcounty.gov
Address:	215 N. D Street, Suite 301	Phone No.:	(909) 501-0610
City/State/Zip:	San Bernardino, CA 92415-0044		

HHAP-3 INITIAL DISBURSEMENT FUNDING BREAKDOWN

AWARD

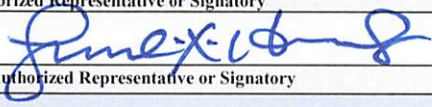
Per Health and Safety Code Section 50220.7, a recipient may use initial funds to complete the local homeless action plan that is required to be submitted with the HHAP-3 application, including paying for any technical assistance or contracted entities to support the completion of the homeless action plan. Priority for initial funds, above the costs of completing the application, shall be for systems improvement, including, but not limited to, all of the following:

- Capacity building and workforce development for the jurisdiction's administering staff and providers, including technical assistance to culturally specific providers.
- Funding existing evidence-based programs serving people experiencing homelessness.
- Investing in data systems to meet reporting requirements or strengthen the recipient's Homeless Management Information System.
- Improving homeless point-in-time counts.
- Improving coordinated entry systems to eliminate racial bias or to create a youth-specific coordinated entry system.

TOTAL: \$728,349.96

CERTIFICATION

**By signing this form, I certify to the best of my knowledge and belief that the form is true, complete, and accurate, and the activities and budget are for the purposes and objectives set forth in the terms and conditions of the Standard Agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.*

Leonard X. Hernandez	County Chief Executive Officer
Name of Authorized Representative or Signatory	Title of Authorized Representative or Signatory
	2/11/22
Signature of Authorized Representative or Signatory	Date
BCSH USE ONLY	
Victor Duron	Grants Director
Grant Management Representative Name	Grant Management Representative Title
Signature of Grant Management Representative	Date

**REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS
OF THE COUNTY OF SAN BERNARDINO
AND RECORD OF ACTION**

May 19, 2020

FROM

DENA FUENTES, Deputy Executive Officer, Community Development and Housing Agency

SUBJECT

Accept the Grant from the State of California Homeless Coordinating and Financing Council for the Homeless Housing, Assistance and Prevention Program Funding

RECOMMENDATION(S)

1. Accept and approve the following grants awards for the Homeless Housing, Assistance and Prevention Program from the State of California Homeless Coordinating and Finance Council, for a period of five years upon execution by the State of California:
 - a. San Bernardino County Continuum of Care (**County Contract No. 20-262**) (Standard Agreement No. 20-HHAP-00088) in the amount of \$3,071,060, to support regional coordination and provide immediate assistance to people experiencing homelessness in the region.
 - b. San Bernardino County (**County Contract No. 20-263**) (Standard Agreement No. 20-HHAP-00081) in the amount of \$2,845,118, for funding to support regional coordination and provide immediate assistance to people experiencing homelessness in the region.
2. Designate the Chief Executive Officer or Office of Homeless Services Chief of Homeless Services, as authorized to execute ancillary supporting documents and make any subsequent non-substantive amendments necessary on behalf of the San Bernardino Continuum of Care, subject to review by County Counsel
3. Designate the Chief Executive Officer or the Community Development and Housing Agency Deputy Executive Officer, as authorized to execute ancillary supporting documents and make any subsequent non-substantive amendments necessary on behalf of the County, subject to review by County Counsel.
4. Direct the Community Development and Housing Agency Deputy Executive Officer or the Office of Homeless Services Chief of Homeless Services to transmit all grant documents and amendments in relation to Homeless Housing, Assistance and Prevention Program to the Clerk of the Board of Supervisors within 30 days of execution.

(Presenter: Dena Fuentes, Deputy Executive Officer, 387-4411)

COUNTY AND CHIEF EXECUTIVE OFFICER GOALS & OBJECTIVES

**Provide for the Safety, Health and Social Service Needs of County Residents.
Pursue County Goals and Objectives by Working with Other Agencies.**

FINANCIAL IMPACT

This item will not result in the use of any Discretionary General Funding (Net County Cost). The proposed total allocation amount of \$5,916,178, \$3,071,060 for San Bernardino region Continuum of Care and \$2,845,118 for San Bernardino County (County), is administered by the

**Accept the Grant from the State of California Homeless Coordinating and Financing Council for the Homeless Housing, Assistance and Prevention Program Funding
May 19, 2020**

State of California Business, Consumer Services and Housing Agency (BCSH) as authorized by Assembly Bill (AB) 101, which was signed into law by Governor Gavin Newsom on July 31, 2019, and does not require a match. Necessary appropriation and revenue adjustment is not requested at this time, but will be included in a future quarterly budget report presented to the Board of Supervisors (Board) for approval.

BACKGROUND INFORMATION

On December 6, 2019, the State of California Homeless Coordinating and Financing Council (HCFC) released the Notice of Funding Availability (NOFA) for the Homeless Housing, Assistance and Prevention (HHAP) program. HHAP is a \$650 million block grant program authorized by AB 101 (Committee on Budget, Chapter 159, Statutes of 2019) and is designed to provide jurisdictions with one-time grant funds to support regional coordination and expand or develop local capacity to address immediate homelessness challenges throughout the State.

On February 11, 2020 (Item No.26), the Board approved the submission of an application allowing the County to apply for both the San Bernardino County grant allocation of up to \$2,865,015, and the San Bernardino County Continuum of Care (CoC) grant allocation of up to \$3,071,060. The County and the CoC applications were approved for total allocation amount of up to \$5,936,075. The action before the Board is for acceptance of the grant award and delegates authority to execute ancillary supporting documents, including non-substantive amendments necessary on behalf of the County, in relation to the Homeless Housing, Assistance and Prevention Program, subject to review by County Counsel. The grant term is for five years and commences upon execution by the State of California.

HHAP is intended to provide funding to Continuums of Care (CoC), counties, and large cities (population of 300,000 or more) to provide assistance to continue moving homeless individuals and families or individuals and families at-risk of homelessness into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing using a best practices framework. Eligible uses of HHAP include but are not limited to the following: rental assistance and rapid rehousing, operating subsidies including reserves, landlord incentives, homeless outreach and coordination, job programs, promoting housing stability, systems support for regional partnerships and maintaining a homeless services and housing delivery system, delivery of innovative housing solutions such as hotel and motel conversions, prevention and shelter diversion, and navigation centers and emergency shelters where the region can justify demonstrated need.

A minimum of eight percent of HHAP funds must be used to provide services specific to the needs of homeless youth. Up to five percent of an applicant's program allocation may be expended on administration, such as a strategic homelessness plan and/or infrastructure development to support Coordinated Entry Systems and Homeless Management Information Systems. Administrative costs are capped at seven percent of program funds (estimated up to \$214,974 for the San Bernardino County CoC and an additional \$199,159 for San Bernardino County). Unlike with Homeless Emergency Aid Program funding, cities and counties are not required to issue a shelter crisis declaration to receive HHAP funds.

The HCFC has approved the CoC grant totaling \$3,071,060 (CoC Allocation) and the County grant of \$2,845,118 (County Allocation) based on the total number of homeless counted during the 2019 Point-In-Time Count. HHAP funds will benefit individuals and families of the County who are experiencing homelessness or at imminent risk of homelessness. HHAP will continue

**Accept the Grant from the State of California Homeless Coordinating and Financing Council for the Homeless Housing, Assistance and Prevention Program Funding
May 19, 2020**

to expand current efforts that the CoC is undertaking to solve the regional homelessness problem.

As AEs of HHAP program funds, County OHS and CDHA will be able to enter into subrecipient contracts with service providers to provide homeless services as described under the HHAP Program, at a later date upon award. The HHAP funds totaling an estimated \$5,916,178 will be administered accordingly by the respective awardees:

- CoC Allocation - up to \$3,071,060 of the award will be allocated to programs and projects and the remaining balance, or up to \$214,974 will be retained by the County OHS to perform the administration of the state grant; and,
- County Allocation - up to \$2,845,118 will be allocated to programs and projects and the remaining balance, or up to \$199,159 will be retained by the County to perform the administration of the state grant by the CDHA.

The AEs will also be responsible for identifying measurable goals, monitoring subsequent contracts and abiding by the reporting requirements of the funding source, HCFC. Unlike many state grants, HHAP funds do not require a match; however, the County will have the fiduciary responsibility and liability for grant compliance to the State of California.

Funds are anticipated to be allocated towards the following eligible use categories:

- a) Youth Set-Aside
- b) Administration
- c) Innovative Solutions
- d) Delivery of Permanent Housing
- e) New Navigation Centers and Emergency Shelters

PROCUREMENT

Not applicable.

REVIEW BY OTHERS

This item has been reviewed by County Counsel (Suzanne Bryant, Deputy County Counsel, 387-5455) on April 27, 2020; Finance (Kathleen Gonzalez, Administrative Analyst, 387-5412) on May 1, 2020; and County Finance and Administration (Robert Saldana, Deputy Executive Officer, 387-5423) on May 3, 2020.

**Accept the Grant from the State of California Homeless Coordinating
and Financing Council for the Homeless Housing, Assistance and
Prevention Program Funding
May 19, 2020**

Record of Action of the Board of Supervisors
County of San Bernardino

APPROVED (CONSENT CALENDAR)

Moved: Robert A. Lovingood Seconded: Josie Gonzales

Ayes: Robert A. Lovingood, Janice Rutherford, Dawn Rowe, Curt Hagman, Josie Gonzales

Lynna Monell, CLERK OF THE BOARD

BY

Lynna Monell
DATED: May 19, 2020



cc: CDHA- Fuentes w/agree for sign
Contractor- C/O CDHA w/agree
File- w/agree w/attach

la 05/19/2020

**REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS
OF THE COUNTY OF SAN BERNARDINO
AND RECORD OF ACTION**

June 8, 2021

FROM

CASONYA THOMAS, Assistant Executive Officer, Human Services

SUBJECT

Grant Awards from the State of California Business, Consumer Services and Housing Agency for the Homeless Housing, Assistance and Prevention Round 2 Program Funding

RECOMMENDATION(S)

1. Accept grant awards from the State of California Business, Consumer Services and Housing Agency, for the Homeless Housing, Assistance and Prevention Round 2 Program funding to support regional coordination and provide immediate assistance to people experiencing homelessness in the region, effective upon approval by the State through June 30, 2026:
 - a. San Bernardino County Continuum of Care (Standard Agreement No. 21-HHAP-00041) in the amount of \$1,453,114, **Contract No. 21-399.**
 - b. San Bernardino County (Standard Agreement No. 21-HHAP-00040) in the amount of \$1,300,625, **Contract No. 21-400.**
2. Designate the Chief Executive Officer or the Assistant Executive Officer to execute the grant award documents, as well as all other ancillary supporting documents, and make any subsequent non-substantive amendments and changes necessary on behalf of the County, subject to review by County Counsel.
3. Authorize the Office of Homeless Services to prepare and submit the grant awards and supporting materials and documents on behalf of the San Bernardino County Continuum of Care and San Bernardino County.
4. Direct the Chief Executive Officer or the Assistant Executive Officer or the Chief of Homeless Services to transmit all grant documents and amendments in relation to Homeless Housing, Assistance and Prevention Program to the Clerk of the Board of Supervisors within 30 days of execution.

(Presenter: CaSonya Thomas, Assistant Executive Officer, 387-4717)

COUNTY AND CHIEF EXECUTIVE OFFICER GOALS & OBJECTIVES

Provide for the Safety, Health and Social Service Needs of County Residents.

Pursue County Goals and Objectives by Working with Other Agencies.

FINANCIAL IMPACT

This item does not impact Discretionary General Funding (Net County Cost). The total allocation amount of \$2,753,739 (\$1,453,114 for the San Bernardino County Continuum of Care (SBC CoC) and \$1,300,625 for San Bernardino County) is administered by the State of California Business, Consumer Services and Housing Agency's (BCSH) as authorized by Assembly Bill (AB) 83, which was signed into law by the Governor on June 29, 2020, and does

**Grant Awards from the State of California Business, Consumer
Services and Housing Agency for the Homeless Housing, Assistance
and Prevention Round 2 Program Funding
June 8, 2021**

not require a match. Necessary appropriation and revenue adjustment are not requested at this time, but will be included in a future quarterly budget report presented to the Board of Supervisors (Board) for approval.

BACKGROUND INFORMATION

On November 13, 2020, the State of California Homeless Coordinating and Financing Council (HCFC) released the Notice of Funding Availability (NOFA) for the Homeless Housing, Assistance and Prevention (HHAP) Program Round 2 grant funding. HHAP Round 2 is a \$300 million block grant program authorized by AB 83 (Committee on Budget, Chapter 15, Statutes of 2020), which was signed into law by Governor Gavin Newsom on June 29, 2020. HHAP Round 2 is designed to build on regional coordination developed through previous rounds of HCFC Homeless Emergency Aid Program (HEAP), HHAP Round 1, and emergency COVID-19 funding. HHAP Round 2 funds should be used to continue to build regional coordination and a unified regional response to reduce and end homelessness.

On January 5, 2021 (Item No. 22), the Board approved the submission of two applications allowing the County Office of Homeless Services (OHS), as the Administrative Entity (AE) of these awards, to apply for both the SBC CoC grant allocation of up to \$1,453,114 and the San Bernardino County grant allocation of up to \$1,300,625. The County and SBC CoC applications were approved for total allocation amount of \$2,753,739. The action before the Board is for acceptance of the grant awards and delegates authority to execute the grant award documents and any ancillary supporting documents, including non-substantive amendments necessary on behalf of the County, in relation to HHAP Round 2, subject to review by County Counsel. The grant term is for five years and commences upon execution by the State of California.

HHAP Round 2 funding is intended to provide CoCs, counties, and large cities (population of 300,000 or more) additional assistance in continuing to move homeless individuals and families or individuals and families at-risk of homelessness into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing using a best practices framework. HHAP Round 2 requires grantees to expend funds on evidence-based solutions that prevent, reduce and end homelessness. Grantees may not use HHAP grant funding to supplant existing local funds for homeless housing, assistance, or prevention, and funds must be expended in compliance with Housing First requirements per Health and Safety Code Section 50220.5(g).

Eligible uses of HHAP Round 2, similar to HHAP Round 1, include but are not limited to the following: rental assistance and rapid rehousing, operating subsidies including reserves, landlord incentives, homeless outreach and coordination, job programs, promoting housing stability, systems support for regional partnerships and maintaining a homeless services and housing delivery system, delivery of innovative housing solutions such as hotel and motel conversions, prevention and shelter diversion, and navigation centers and emergency shelters where the region can justify demonstrated need.

A minimum of eight percent of HHAP Round 2 funds must be used to provide services specific to the needs of homeless youth. Up to five percent of an applicant's program allocation may be expended on administration, such as infrastructure development to support Coordinated Entry

**Grant Awards from the State of California Business, Consumer Services and Housing Agency for the Homeless Housing, Assistance and Prevention Round 2 Program Funding
June 8, 2021**

Systems and Homeless Management Information Systems. Administrative costs are capped at seven percent of program funds.

On November 17, 2020 (Item No. 43), the Board approved the development of an annual San Bernardino County Homeless Strategic Plan to increase the efficacy and expand the impact of the County's housing and homeless programs. The Homeless Strategic Plan will encompass broad strategies that, together, will bring the necessary capacity, investment, partnership and collective impact to achieve the goal of addressing homelessness. Upon final adoption of the Homeless Strategic Plan, the County and the CoC will collaborate to propose projects and programs aligned with the Homeless Strategic Plan related to HHAP Round 2 funding.

The HHAP Round 2 funds totaling an estimated \$2,753,739, will be administered accordingly by the respective awardees:

- SBC CoC allocation – Total award of \$1,453,114. Up to \$1,235,147 of the award will be allocated to programs and/or projects yet to be determined to support the provision of homeless services. Once the Homeless Strategic Plan is adopted, the County and the CoC will collaborate to recommend projects and programs in alignment with the Homeless Strategic Plan and a recommendation will be presented to the Board for how the funding should be expended. A minimum of \$116,249 will be allocated to youth services as required per State regulations, and the remaining balance, or up to \$101,718 will be retained by OHS to perform the administration of the State grant; and,
- County allocation – Total award of \$1,300,625. On December 15, 2020 (Item No. 44), the Board earmarked \$1,105,531 of proposed HHAP Round 2 funding to provide operating costs, such as administrative expenses, utility expenses, operation and maintenance, taxes and insurance, and supportive services costs for the All-Star Homekey project. The prospective receipt of this funding was included in the original project budget in order to make the project viable for the \$5,000,000 in operating costs. The project is a motel/hotel conversion that is providing interim to permanent housing assistance for residents who were formerly participating in Project Roomkey and impacted by COVID-19. The remaining balance of \$104,050 will be allocated to youth services as required per State regulations, and up to \$91,044 will be retained by OHS to perform the administration of the State grant.

The following actions were taken by the Board in relation to HHAP Round 1 and Round 2 program funding:

On February 11, 2020 (Item No. 26), the Board approved the submission of an application to the BCSH for HHAP Round 1 funding, allowing the County to apply for both the San Bernardino County grant allocation amount of up to \$2,865,015, and the SBC CoC grant allocation amount of up to \$3,071,060.

On May 19, 2020 (Item No. 36), the Board approved the acceptance of the following grant awards for the HHAP Round 1 funding from the HCFC for a period of five years: SBC CoC HHAP Round 1 in the amount of \$3,071,060 (Standard Agreement No. 20-HHAP-00088); and

**Grant Awards from the State of California Business, Consumer
Services and Housing Agency for the Homeless Housing, Assistance
and Prevention Round 2 Program Funding
June 8, 2021**

San Bernardino County HHAP Round 1 in the amount of \$2,845,118 (Standard Agreement No. 20-HHAP-00081).

On December 15, 2020 (Item No. 44), the Board approved the Homekey County grant agreement with Shangri-La Industries, LLC, 450 G Street, LP and Step Up on Second, Inc. in an amount not to exceed \$5,000,000 for operating costs of the All-Star Lodge Homekey project. The item dedicated both HHAP Round 1 funding and proposed HHAP Round 2 funding in the total amount of \$3,473,191 to support the project (HHAP Round 1 in the amount of \$2,367,660, and earmarking HHAP Round 2 in the amount of \$1,105,531).

On January 26, 2021 (Item No. 38), the Board approved contracts with 12 agencies for the provision of SBC CoC HHAP Round 1 homeless-related services in a total amount not to exceed \$2,440,834, for the contract period of January 26, 2021 through June 30, 2025.

On February 9, 2021 (Item No. 30), the Board approved a contract with the City of Montclair for the provision of SBC CoC HHAP Round 1 homeless-related services, in an amount not to exceed \$115,254, for a contract period of February 9, 2021 through June 30, 2025.

PROCUREMENT

N/A

REVIEW BY OTHERS

This item has been reviewed by County Counsel (Suzanne Bryant, Deputy County Counsel, 387-5455) on May 26, 2021; Finance (Chris Lange, Administrative Analyst, 386-8393) on May 26, 2021; and County Finance and Administration (Tanya Bratton, Deputy Executive Officer, 388-0332) on May 26, 2021.

**Grant Awards from the State of California Business, Consumer
Services and Housing Agency for the Homeless Housing, Assistance
and Prevention Round 2 Program Funding
June 8, 2021**

Record of Action of the Board of Supervisors
County of San Bernardino

APPROVED (CONSENT CALENDAR)

Moved: Janice Rutherford Seconded: Joe Baca, Jr.

Ayes: Col. Paul Cook (Ret.), Janice Rutherford, Dawn Rowe, Curt Hagman, Joe Baca, Jr.

Lynna Monell, CLERK OF THE BOARD

BY 
DATED: June 8, 2021



cc: HS - Hernandez w/agree for sign
Contractor - C/O HS w/agree
File - w/agree

CCM

Mulhall-Daudel, Jennifer

From: Gonzales, Gina
Sent: Thursday, February 10, 2022 4:25 PM
To: Mulhall-Daudel, Jennifer
Subject: FW: HHAP-3 Standard Agreement to Apply

*Email regarding
Memo for
Leonard's
signature of
the HHAP-3
Standard Agreement
to Apply
(part of HHAP-3
acceptance / agmt
packet)*

Hello Jennifer,

I didn't find a delegated authority for October 21st but did find this email string between CaSonya and Tom where they worked jointly with Veronica Romero to get Leonard wet signature.

Gina

From: Hernandez, Tom <Tom.Hernandez@hss.sbcounty.gov>
Sent: Tuesday, February 8, 2022 1:35 PM
To: Gonzales, Gina <Gina.Gonzales@hss.sbcounty.gov>
Subject: FW: HHAP-3 Standard Agreement to Apply

FYI

From: Miller, Nicholas <Nicholas.Miller@hss.sbcounty.gov>
Sent: Friday, October 15, 2021 9:15 AM
To: Romero, Veronica <Veronica.Romero@hss.sbcounty.gov>; Thomas, CaSonya (HSS) <cthomas@hss.sbcounty.gov>
Cc: Hernandez, Tom <Tom.Hernandez@hss.sbcounty.gov>
Subject: RE: HHAP-3 Standard Agreement to Apply

Perfect, thank you very much Veronica I really appreciate your help.

Nick

From: Romero, Veronica
Sent: Friday, October 15, 2021 9:13 AM
To: Thomas, CaSonya (HSS) <cthomas@hss.sbcounty.gov>
Cc: Miller, Nicholas <Nicholas.Miller@hss.sbcounty.gov>; Hernandez, Tom <Tom.Hernandez@hss.sbcounty.gov>
Subject: RE: HHAP-3 Standard Agreement to Apply

Update: memo and agreements forwarded to Abi for Leonard's review (wet) signature. Once I get them back I will forward to Nick to send off to the State.

Veronica

From: Thomas, CaSonya (HSS) <cthomas@hss.sbcounty.gov>
Sent: Thursday, October 14, 2021 5:58 PM
To: Romero, Veronica <Veronica.Romero@hss.sbcounty.gov>
Cc: Miller, Nicholas <Nicholas.Miller@hss.sbcounty.gov>; Hernandez, Tom <Tom.Hernandez@hss.sbcounty.gov>
Subject: Re: HHAP-3 Standard Agreement to Apply

Hello Veronica and Nick,

Unfortunately, I am unable to apply my edits directly to the MSWord document. Please use the text below for the IOM to obtain the CEO signature.

If the Submission Letter is not required, we don't need to include it when we submit to the state. Thank you.

Subject Line: Homeless Housing, Assistance, and Prevention Program Round 3 (HHAP-3) Standard Agreement to Apply

The purpose of the memo is obtain certification from the San Bernardino County Chief Executive Officer for the Standard Agreement to Apply for Homeless Housing, Assistance, and Prevention Program Round 3 (HHAP-3).

The Standard Agreement to Apply must be submitted by 5:00 PM on October 15, 2021. In this agreement, applicants indicate whether they intend to apply for HHAP-3 funds jointly with an overlapping jurisdiction or apply as an individual entity.

As the Administrative Entity for both San Bernardino County and the San Bernardino County Continuum of Care (CoC), the Office of Homeless Services (OHS) is recommending that the County and CoC apply as individual entities for HHAP-3.

Funding Amounts

CoC: \$3,900,000

County: \$3,600,000

Should the County Board of Supervisors provide direction to OHS staff after the Homeless Strategic Plan presentation on October 26, 2021, that it would like to invest future HHAP funds via a joint application, OHS will have an advance opportunity to advise the Interagency Council on Homelessness (ICH) and collaborate with the CoC on this decision point. Without prior discussion with the ICH, a joint application would not demonstrate goodwill between the CoC and the County.

By certifying an intention for both the County and CoC to apply as individual entities by the October 15 deadline, HHAP-3 funds may be expended separately for County and CoC investments, pending the outcome of the official application and approval by the California Homeless Coordinating and Financing Council.

Please let me know, if you have any questions or concerns about this request and recommendation.

On Oct 14, 2021, at 4:48 PM, Romero, Veronica <Veronica.Romero@hss.sbcounty.gov> wrote:

CT please review and make any necessary edits to the IOM. I attached Nick's submission letter only for your reference. Once you approve I will attach your electronic signature and forward in one clean email the memo and two agreements to Abi for Leonard's review.

Veronica

From: Miller, Nicholas <Nicholas.Miller@hss.sbcounty.gov>
Sent: Thursday, October 14, 2021 2:58 PM
To: Romero, Veronica <Veronica.Romero@hss.sbcounty.gov>
Cc: Miller, Nicholas <Nicholas.Miller@hss.sbcounty.gov>
Subject: FW: HHAP-3 Standard Agreement to Apply
Importance: High

Veronica,

Please make any adjustments or language changes you believe are necessary.

Thanks,
Nick

From: Hernandez, Tom
Sent: Wednesday, October 13, 2021 12:18 PM
To: Thomas, CaSonya (HSS) <cthomas@hss.sbcounty.gov>
Cc: Romero, Veronica <Veronica.Romero@hss.sbcounty.gov>; Edwards, Amy <Amy.Edwards@hss.sbcounty.gov>; Miller, Nicholas <Nicholas.Miller@hss.sbcounty.gov>
Subject: FW: HHAP-3 Standard Agreement to Apply
Importance: High

Hi CaSonya,

The form is requiring the electronic signature of the Authorized Representative who is on file with the State. That would be Leonard. Would Leonard be willing to electronically sign for the intent to submit? Again, it's just confirming we want the money and an application will still need to be submitted for the County and the CoC when HCFC eventually releases the notice of funding opportunity. This form is to verify funding for overlapping jurisdictions. We don't have any. The County serves as both. This is more applicable for L.A. County and Counties up north as multiple counties and cities overlap for the CoC, we don't. Please advise and thank you!

P.S. I did confirm this with Amber Ostrander from HCFC the HHAP Manager. We would need to individually submit two applications, one for the County and one for the CoC when the application eventually opens. This is simply for the State to have an idea of how much funding is guaranteed per city, county and CoC statewide.

Tom Hernandez
Chief of Homeless Services
Human Services – Office of Homeless Services
(Pronouns: he/him/his)
Phone: 909-501-0611
Fax: 909-501-0622
215 N. D Street, Suite 301
San Bernardino, CA 92415-0044

<image001.png>

Our job is to create a county in which those who reside and invest can prosper and achieve well-being.
www.SBCounty.gov/dbh/sbchp

<image002.jpg>

<image006.jpg>

<image007.jpg>

<image008.jpg>

<image009.jpg>

<image010.jpg>

For information about the coronavirus crisis, visit the County's coronavirus website at <http://wp.sbcounty.gov/dph/coronavirus/>, email the County at coronavirus@dph.sbcounty.gov, or contact the coronavirus public information line from 9 a.m. to 5 p.m., Monday through Friday at (909) 387-3911. Additional information is available at the following websites:

California Department of Public Health – [COVID-19 Updates](#)

US HHS – Centers for Disease Control and Prevention - [\(CDC\) Coronavirus Disease 2019 \(COVID19\)](#)

County of San Bernardino Confidentiality Notice: This communication contains confidential information sent solely for the use of the intended recipient. If you are not the intended recipient of this communication, you are not authorized to use it in any manner, except to immediately destroy it and notify the sender.

P.S.

From: Thomas, CaSonya (HSS)

Sent: Friday, October 8, 2021 2:39 PM

To: Hernandez, Tom <Tom.Hernandez@hss.sbcounty.gov>

Cc: Romero, Veronica <Veronica.Romero@hss.sbcounty.gov>; Edwards, Amy <Amy.Edwards@hss.sbcounty.gov>; Miller, Nicholas <Nicholas.Miller@hss.sbcounty.gov>

Subject: RE: HHAP-3 Standard Agreement to Apply

Yes, that's correct. Thank you. Please complete and submit.

From: Hernandez, Tom <Tom.Hernandez@hss.sbcounty.gov>

Sent: Friday, October 8, 2021 1:48 PM

To: Thomas, CaSonya (HSS) <cthomas@hss.sbcounty.gov>

Cc: Romero, Veronica <Veronica.Romero@hss.sbcounty.gov>; Edwards, Amy <Amy.Edwards@hss.sbcounty.gov>; Miller, Nicholas <Nicholas.Miller@hss.sbcounty.gov>; Jones, Dawn <Dawn.Jones@hss.sbcounty.gov>

Subject: FW: HHAP-3 Standard Agreement to Apply

Importance: High

Hi CaSonya,

This is a formal agreement that the State wants us to submit that we intend to apply for HHAP 3 when it opens. We don't need to go to the Board if we are just saying we want the money and will apply, correct? Please advise.

Thank you!

Tom

From: HHAP [<mailto:hhap@bcsh.ca.gov>]

Sent: Friday, October 1, 2021 11:30 AM

To: HHAP <hhap@bcsh.ca.gov>

Subject: FW: HHAP-3 Standard Agreement to Apply

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you can confirm the sender and know the content is safe.

Good morning,

Thank you to everyone who has already submitted their HHAP-3 Standard Agreement to Apply. This is a reminder that the HHAP-3 Standard Agreement to Apply is due to us in two weeks on **Friday, October 15, 2021 by 5 pm.**

If you have any questions or to submit the Agreement, please email us at hhap@bcsh.ca.gov.

Thank you,

Michelle Livingstone (she/her)
HHAP Grant Program Analyst
Homeless Coordinating and Financing Council
Business, Consumer Services, and Housing Agency
<image003.png>
<image004.png>
<image005.png>

CONFIDENTIALITY NOTICE: This communication contains confidential information sent solely for the use of the intended recipient. If you are not the intended recipient of this communication, you are not authorized to use it in any manner, except to immediately destroy it and notify the sender.

<HHAP-3 Standard Agreement to Apply_Fillable - CoC.pdf>
<HHAP-3 Standard Agreement to Apply_Fillable - County.pdf>
<HHAP-3 Submission Letter.docx>
<IOM 10-14-2021 HHAP-3 Funding (002).docx>

Mulhall-Daudel, Jennifer

From: Gonzales, Gina
Sent: Friday, February 11, 2022 7:10 AM
To: Mulhall-Daudel, Jennifer
Cc: CAO-Special Projects Team
Subject: RE: HHAP-3 Standard Agreement to Apply

Thank you Jennifer. I have no additional information.

As a note, I had run the HHAP 1 and 2 Delegated Authority documents by County Counsel, the same ones that you found, but was advised that they would not be the correct reference on this item. Instead, I was directed to the January Delegated Authority Board Item No 58. If the State would have had us complete the application, then we could have referenced HHAP Round 3 on our Board Item and noted the Recommendation for Delegated Authority. Since we have not applied yet, there is nothing else to reference.

Gina

From: Mulhall-Daudel, Jennifer <Jennifer.Mulhall-Daudel@cao.sbcounty.gov>
Sent: Thursday, February 10, 2022 5:19 PM
To: Gonzales, Gina <Gina.Gonzales@hss.sbcounty.gov>
Cc: CAO-Special Projects Team <CAO-SpecialProjectsTeam@cao.sbcounty.gov>
Subject: RE: HHAP-3 Standard Agreement to Apply

Hi Gina,

Thank you for providing this email string. I didn't find anything in my Delegated Authority email folder, or the CAO SP Delegated Authority hard copy folder. I did a search on the COB site and found the two prior HHAP items (I believe Round 1 and Round 2), in which similar documents went to the Board and were approved with delegated authority to execute the documents. I have attached for your reference/records.

If you have any additional documentation indicating CaSonya and Leonard as the designated signatory for these documents, please provide those as well.

I will be in touch tomorrow with any further questions.

Thank you!

Jennifer Mulhall-Daudel
County Administrative Office
Phone: 909-387-5420



Our job is to create a county in which those who reside and invest can prosper and achieve well-being.
www.sbcounty.gov

From: Gonzales, Gina <Gina.Gonzales@hss.sbcounty.gov>
Sent: Thursday, February 10, 2022 4:25 PM
To: Mulhall-Daudel, Jennifer <Jennifer.Mulhall-Daudel@cao.sbcounty.gov>
Subject: FW: HHAP-3 Standard Agreement to Apply

Hello Jennifer,

I didn't find a delegated authority for October 21st but did find this email string between CaSonya and Tom where they worked jointly with Veronica Romero to get Leonard wet signature.

Gina

From: Hernandez, Tom <Tom.Hernandez@hss.sbcounty.gov>
Sent: Tuesday, February 8, 2022 1:35 PM
To: Gonzales, Gina <Gina.Gonzales@hss.sbcounty.gov>
Subject: FW: HHAP-3 Standard Agreement to Apply

FYI

From: Miller, Nicholas <Nicholas.Miller@hss.sbcounty.gov>
Sent: Friday, October 15, 2021 9:15 AM
To: Romero, Veronica <Veronica.Romero@hss.sbcounty.gov>; Thomas, CaSonya (HSS) <cthomas@hss.sbcounty.gov>
Cc: Hernandez, Tom <Tom.Hernandez@hss.sbcounty.gov>
Subject: RE: HHAP-3 Standard Agreement to Apply

Perfect, thank you very much Veronica I really appreciate your help.

Nick

From: Romero, Veronica
Sent: Friday, October 15, 2021 9:13 AM
To: Thomas, CaSonya (HSS) <cthomas@hss.sbcounty.gov>
Cc: Miller, Nicholas <Nicholas.Miller@hss.sbcounty.gov>; Hernandez, Tom <Tom.Hernandez@hss.sbcounty.gov>
Subject: RE: HHAP-3 Standard Agreement to Apply

Update: memo and agreements forwarded to Abi for Leonard's review (wet) signature. Once I get them back I will forward to Nick to send off to the State.

Veronica

From: Thomas, CaSonya (HSS) <cthomas@hss.sbcounty.gov>
Sent: Thursday, October 14, 2021 5:58 PM
To: Romero, Veronica <Veronica.Romero@hss.sbcounty.gov>
Cc: Miller, Nicholas <Nicholas.Miller@hss.sbcounty.gov>; Hernandez, Tom <Tom.Hernandez@hss.sbcounty.gov>
Subject: Re: HHAP-3 Standard Agreement to Apply

Hello Veronica and Nick,
Unfortunately, I am unable to apply my edits directly to the MSWord document. Please use the text below for the IOM to obtain the CEO signature.

If the Submission Letter is not required, we don't need to include it when we submit to the state. Thank you.

Subject Line: Homeless Housing, Assistance, and Prevention Program Round 3 (HHAP-3) Standard Agreement to Apply

The purpose of the memo is obtain certification from the San Bernardino County Chief Executive Officer for the Standard Agreement to Apply for Homeless Housing, Assistance, and Prevention Program Round 3 (HHAP-3).

The Standard Agreement to Apply must be submitted by 5:00 PM on October 15, 2021. In this agreement, applicants indicate whether they intend to apply for HHAP-3 funds jointly with an overlapping jurisdiction or apply as an individual entity.

As the Administrative Entity for both San Bernardino County and the San Bernardino County Continuum of Care (CoC), the Office of Homeless Services (OHS) is recommending that the County and CoC apply as individual entities for HHAP-3.

Funding Amounts

CoC: \$3,900,000

County: \$3,600,000

Should the County Board of Supervisors provide direction to OHS staff after the Homeless Strategic Plan presentation on October 26, 2021, that it would like to invest future HHAP funds via a joint application, OHS will have an advance opportunity to advise the Interagency Council on Homelessness (ICH) and collaborate with the CoC on this decision point. Without prior discussion with the ICH, a joint application would not demonstrate goodwill between the CoC and the County.

By certifying an intention for both the County and CoC to apply as individual entities by the October 15 deadline, HHAP-3 funds may be expended separately for County and CoC investments, pending the outcome of the official application and approval by the California Homeless Coordinating and Financing Council.

Please let me know, if you have any questions or concerns about this request and recommendation.

On Oct 14, 2021, at 4:48 PM, Romero, Veronica <Veronica.Romero@hss.sbcounty.gov> wrote:

CT please review and make any necessary edits to the IOM. I attached Nick's submission letter only for your reference. Once you approve I will attach your electronic signature and forward in one clean email the memo and two agreements to Abi for Leonard's review.

Veronica

From: Miller, Nicholas <Nicholas.Miller@hss.sbcounty.gov>
Sent: Thursday, October 14, 2021 2:58 PM
To: Romero, Veronica <Veronica.Romero@hss.sbcounty.gov>
Cc: Miller, Nicholas <Nicholas.Miller@hss.sbcounty.gov>
Subject: FW: HHAP-3 Standard Agreement to Apply
Importance: High

Veronica,

Please make any adjustments or language changes you believe are necessary.

Thanks,
Nick

From: Hernandez, Tom
Sent: Wednesday, October 13, 2021 12:18 PM
To: Thomas, CaSonya (HSS) <cthomas@hss.sbcounty.gov>
Cc: Romero, Veronica <Veronica.Romero@hss.sbcounty.gov>; Edwards, Amy <Amy.Edwards@hss.sbcounty.gov>; Miller, Nicholas <Nicholas.Miller@hss.sbcounty.gov>
Subject: FW: HHAP-3 Standard Agreement to Apply
Importance: High

Hi CaSonya,

The form is requiring the electronic signature of the Authorized Representative who is on file with the State. That would be Leonard. Would Leonard be willing to electronically sign for the intent to submit? Again, it's just confirming we want the money and an application will still need to be submitted for the County and the CoC when HCFC eventually releases the notice of funding opportunity. This form is to verify funding for overlapping jurisdictions. We don't have any. The County serves as both. This is more applicable for L.A. County and Counties up north as multiple counties and cities overlap for the CoC, we don't. Please advise and thank you!

P.S. I did confirm this with Amber Ostrander from HCFC the HHAP Manager. We would need to individually submit two applications, one for the County and one for the CoC when the application eventually opens. This is simply for the State to have an idea of how much funding is guaranteed per city, county and CoC statewide.

Tom Hernandez
Chief of Homeless Services
Human Services – Office of Homeless Services
(Pronouns: he/him/his)
Phone: 909-501-0611
Fax: 909-501-0622
215 N. D Street, Suite 301
San Bernardino, CA 92415-0044

<image001.png>

Our job is to create a county in which those who reside and invest can prosper and achieve well-being.
www.SBCounty.gov/dbh/sbchp

<image002.jpg>

<image006.jpg>

<image007.jpg>

<image008.jpg>

<image009.jpg>

<image010.jpg>

For information about the coronavirus crisis, visit the County's coronavirus website at <http://wp.sbcounty.gov/dph/coronavirus/>, email the County at coronavirus@dph.sbcounty.gov, or

contact the coronavirus public information line from 9 a.m. to 5 p.m., Monday through Friday at (909) 387-3911. Additional information is available at the following websites:

California Department of Public Health – [COVID-19 Updates](#)

US HHS – Centers for Disease Control and Prevention - [\(CDC\) Coronavirus Disease 2019 \(COVID19\)](#)

County of San Bernardino Confidentiality Notice: This communication contains confidential information sent solely for the use of the intended recipient. If you are not the intended recipient of this communication, you are not authorized to use it in any manner, except to immediately destroy it and notify the sender.

P.S.

From: Thomas, CaSonya (HSS)

Sent: Friday, October 8, 2021 2:39 PM

To: Hernandez, Tom <Tom.Hernandez@hss.sbcounty.gov>

Cc: Romero, Veronica <Veronica.Romero@hss.sbcounty.gov>; Edwards, Amy <Amy.Edwards@hss.sbcounty.gov>; Miller, Nicholas <Nicholas.Miller@hss.sbcounty.gov>

Subject: RE: HHAP-3 Standard Agreement to Apply

Yes, that's correct. Thank you. Please complete and submit.

From: Hernandez, Tom <Tom.Hernandez@hss.sbcounty.gov>

Sent: Friday, October 8, 2021 1:48 PM

To: Thomas, CaSonya (HSS) <cthomas@hss.sbcounty.gov>

Cc: Romero, Veronica <Veronica.Romero@hss.sbcounty.gov>; Edwards, Amy <Amy.Edwards@hss.sbcounty.gov>; Miller, Nicholas <Nicholas.Miller@hss.sbcounty.gov>; Jones, Dawn <Dawn.Jones@hss.sbcounty.gov>

Subject: FW: HHAP-3 Standard Agreement to Apply

Importance: High

Hi CaSonya,

This is a formal agreement that the State wants us to submit that we intend to apply for HHAP 3 when it opens. We don't need to go to the Board if we are just saying we want the money and will apply, correct? Please advise.

Thank you!

Tom

From: HHAP [<mailto:hhap@bcsh.ca.gov>]

Sent: Friday, October 1, 2021 11:30 AM

To: HHAP <hhap@bcsh.ca.gov>

Subject: FW: HHAP-3 Standard Agreement to Apply

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you can confirm the sender and know the content is safe.

Good morning,

Thank you to everyone who has already submitted their HHAP-3 Standard Agreement to Apply. This is a reminder that the HHAP-3 Standard Agreement to Apply is due to us in two weeks on **Friday, October 15, 2021 by 5 pm.**

If you have any questions or to submit the Agreement, please email us at hhap@bcsh.ca.gov.

Thank you,

Michelle Livingstone (she/her)
HHAP Grant Program Analyst
Homeless Coordinating and Financing Council
Business, Consumer Services, and Housing Agency

<image003.png>

<image004.png>

<image005.png>

CONFIDENTIALITY NOTICE: This communication contains confidential information sent solely for the use of the intended recipient. If you are not the intended recipient of this communication, you are not authorized to use it in any manner, except to immediately destroy it and notify the sender.

<HHAP-3 Standard Agreement to Apply_Fillable - CoC.pdf>

<HHAP-3 Standard Agreement to Apply_Fillable - County.pdf>

<HHAP-3 Submission Letter.docx>

<IOM 10-14-2021 HHAP-3 Funding (002).docx>