



COUNTY OF HUMBOLDT

AGENDA ITEM NO.

C-9

For the meeting of: September 12, 2017

Date: August 18, 2017

To: Board of Supervisors

From: Connie Beck, Director *MS for Connie Beck*
Department of Health and Human Services – Public Health

Subject: Grant Agreement with the United States Department of Housing and Urban Development (HUD) for Project HART (HIV/AIDS Re-housing Team) and Supplemental Budget (4/5 Vote)

RECOMMENDATION(S):

That the Board of Supervisors:

1. Accept grant award CA1585L9T221600 in the amount of \$39,909 for the period of October 1, 2017 through September 30, 2018;
2. Authorize the Director of Health and Human Services or designee to sign three (3) original signature pages of the agreement and exhibit 1 (Attachment A);
3. Approve Supplemental Budget (Attachment B) to increase revenues by \$29,932 in Fund 1175 Public Health, Budget Unit 449 Fiscal Agent (4/5 vote);
4. Direct Auditor-Controller to supplement Fund 1175, per Attachment B;
5. Authorize the Director of Health and Human Services or designee to approve all future amendments to the grant agreement and documents directly related to those agreements, that do not require matching funds from the county, with County Counsel and Risk Management review and approval.

Prepared by Karen Baker, Administrative Analyst

CAO Approval

Karen Clower

REVIEW:

Auditor *MSA*

County Counsel

Human Resources

Ker

Other

TYPE OF ITEM:

☒ Consent
☐ Departmental
☐ Public Hearing
☐ Other

PREVIOUS ACTION/REFERRAL:

Board Order No. C-7

Meeting of: 4/12/11

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT
Upon motion of Supervisor *Fennell* Seconded by Supervisor *Bohn*

Ayes *Fennell, Bass, Bohn, Wilson*

Nays

Abstain

Absent *Sundberg*

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: *September 12, 2017*

By: *Bae Elmer*

Kathy Hayes, Clerk of the Board

SOURCE OF FUNDING:

Public Health Funds

DISCUSSION:

On April 12, 2011, your Board approved an agreement between DHHS-Public Health and HUD to provide much needed Permanent Supportive Housing (PSH) to chronically homeless HIV positive adults. The project is called Project HART (HIV/AIDS Re-housing Team); it uses a Housing First model to provide rental assistance in scattered sites. Homeless individuals are moved directly from the streets or homeless shelters into their own apartments. This approach is based on the concept that a homeless individual's first need is to obtain PSH and other issues that affect the household are better addressed after PSH is obtained. Positive health outcomes for HIV positive individuals are dramatically reduced when they are homeless. Often, medical care and medication adherence stop being priorities, which leads to increased illnesses, HIV transmissions and AIDS diagnoses. These outcomes increase the burden on the health care system.

Project HART provides security deposits and ongoing monthly rental assistance in a scattered site model to qualified single adults and couples who are disabled and living with HIV/AIDS. Participants pay the project a share of cost rent that is equal to 30% of their monthly income. All housing is chosen to be accessible to public transportation, grocery stores, existing support networks and other necessary services. Clients are part of a team that develops a sustainable housing plan and improves skills to maintain PSH. Staff works with participants on a daily or weekly basis dependent on their level of need. Supportive services are provided by project staff and community partners. Staff services include case management, transportation and referrals to medical care, assistance applying for social programs, subsidized housing and other services and referrals as applicable. Staff also works with participants to improve their skills in areas such as cleaning, cooking, personal hygiene, medication adherence and budgeting.

The project has achieved great success and has housed 22 clients over the last six years. The majority of clients who have exited the project were able to get on the waiting list and obtain subsidized housing through HUD's Section 8 while maintaining their PSH in Project HART. The grant agreement before your Board today is an expansion grant that adds funding for an additional four beds which would nearly double the project's capacity from five beds to nine beds.

FINANCIAL IMPACT:

Approval of the attached agreement will allow the DHHS-Public Health to receive a maximum reimbursement of \$39,909. Expenditures will include supplemental lease payments up to a maximum amount of \$32,064, supportive services costs of \$4,217, and administrative costs of \$3,628 for housing placement assistance for the period of October 1, 2017 to September 30, 2018. The supplemental budget will increase Fund 1175, Budget Unit 449, Fiscal Agent in the amount of \$29,932 for the period of Oct. 1, 2017 to June 30, 2018. The remaining \$9,977 will be included in the annual budget process for FY 18-19. There will be no impact to the General Fund.

This agreement supports the Board's Strategic Framework by protecting vulnerable populations and providing community-appropriate levels of service.

OTHER AGENCY INVOLVEMENT:

None

ALTERNATIVES TO STAFF RECOMMENDATIONS:

If the Board chooses not to approve the recommendations, it will result in a loss of both funding and services to the county.

ATTACHMENTS:

Attachment A: One (1) original of grant agreement CA1585L9T221600

Attachment B: Supplemental Budget for Budget Unit 449 for FY 17-18

Attachment A



U.S. Department of Housing and Urban Development
Office of Community Planning and Development
San Francisco Regional Office
One Sansome Street, Suite 1200
San Francisco, CA 94104-4430

Tax ID No.: 94-6000513
CoC Program Grant Number: CA1585L9T221600
Effective Date:
DUNS No.: 793165098

CONTINUUM OF CARE PROGRAM GRANT AGREEMENT

This Grant Agreement ("this Agreement") is made by and between the United States Department of Housing and Urban Development ("HUD") and Humboldt, County of, DBA-Dept. of Health and Human Services (the "Recipient").

This Agreement is governed by title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the "Act") and the Continuum of Care Program rule (the "Rule").

The terms "Grant" or "Grant Funds" represents the funds that are provided under this Agreement. The term "Application" means the application submissions on the basis of which the Grant was approved by HUD, including the certifications, assurances, and any information or documentation required to meet any grant award condition. All other terms shall have the meanings given in the Rule.

The Application is incorporated herein as part of this Agreement, except that only those project listed, and only in the amount listed on the Scope of Work exhibit, are funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control.

Exhibit 1, the FY2016 Scope of Work, is attached hereto and made a part hereof. If in the future appropriations are made available for Continuum of Care grants; if the Recipient applies under a Notice of Funds Availability published by HUD; and, if pursuant to the selection criteria in the Notice of Funds Availability, HUD selects Recipient and one or more projects listed on Exhibit 1 for renewal, then additional Scope of Work exhibits may be attached to this Agreement. Those additional exhibits, when attached, will also become a part hereof.

The effective date of the Agreement shall be the date of execution by HUD and it is the date the usage of funds under this Agreement may begin. Each project will have a performance period that will be listed on the Scope of Work exhibit(s) to this Agreement. For renewal projects, the period of performance shall begin at the end of the Recipient's final operating year for the project being renewed and eligible costs incurred for a project between the end of the Recipient's final operating year under the grant being renewed and the execution of this Agreement may be paid with funds from the first operating year of this Agreement. For each new project funded under this Agreement, the Recipient and HUD will set an operating start date in eLOCCS, which will be used to track expenditures, to establish the project performance period and to determine when a project is eligible for renewal. The Recipient hereby authorizes HUD to insert the project performance period for new projects into the exhibit without the Recipient's signature, after the operating start date is established in eLOCCS.

This Agreement shall remain in effect until termination either: 1) by agreement of the parties; 2) by HUD alone, acting under the authority of 24 CFR 578.107; 3) upon expiration of the final performance period for all projects funded under this Agreement; or 4) upon the expiration of the period of availability of funds for all projects funded under this Agreement.

Recipient agrees:

1. To ensure the operation of the project(s) listed on the Scope of Work in accordance with the provisions of the Act and all requirements of the Rule;
2. To monitor and report the progress of the project(s) to the Continuum of Care and HUD;
3. To ensure, to the maximum extent practicable, that individuals and families experiencing homelessness are involved, through employment, provision of volunteer services, or otherwise, in constructing, rehabilitating, maintaining, and operating facilities for the project and in providing supportive services for the project;
4. To require certification from all subrecipients that:
 - a. Subrecipients will maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project;
 - b. The address or location of any family violence project assisted with grant funds will not be made public, except with written authorization of the person responsible for the operation of such project;
 - c. Subrecipients will establish policies and practices that are consistent with, and do not restrict, the exercise of rights provided by subtitle B of title VII of the Act and other laws relating to the provision of educational and related services to individuals and families experiencing homelessness;
 - d. In the case of projects that provide housing or services to families, subrecipients will designate a staff person to be responsible for ensuring that children being served in the program are enrolled in school and connected to appropriate services in the community, including early childhood programs such as Head Start, part C of the Individuals with Disabilities Education Act, and programs authorized under subtitle B of title VII of the Act;
 - e. The subrecipient, its officers, and employees are not debarred or suspended from doing business with the Federal Government; and
 - f. Subrecipients will provide information, such as data and reports, as required by HUD;
5. To establish such fiscal control and accounting procedures as may be necessary to assure the proper disbursement of, and accounting for grant funds in order to ensure that all financial transactions are conducted, and records maintained in accordance with generally accepted accounting principles, if the Recipient is a Unified Funding Agency;
6. To monitor subrecipient match and report on match to HUD;
7. To take the educational needs of children into account when families are placed in housing and will, to the maximum extent practicable, place families with children as close as possible to their school of origin so as not to disrupt such children's education;
8. To monitor subrecipients at least annually;
9. To use the centralized or coordinated assessment system established by the Continuum of Care as required by the Rule. A victim service provider may choose not to use the Continuum of Care's centralized or coordinated assessment system, provided that victim service providers in the area use a centralized or coordinated assessment system that meets HUD's minimum requirements ;

10. To follow the written standards, developed by the Continuum of Care, for providing Continuum of Care assistance, including those required by the Rule;
11. Enter into subrecipient agreements requiring subrecipients to operate the project(s) in accordance with the provisions of this Act and all requirements of the Rule; and
12. To comply with such other terms and conditions as HUD may have established in the applicable Notice of Funds Availability.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Application, unless HUD is otherwise advised in writing. Recipient notifications to HUD shall be to the HUD Field Office responsible for executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

The Agreement constitutes the entire agreement between the parties hereto, and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development**

By:

(Signature)

(Typed Name and Title)

(Date)

RECIPIENT

Humboldt, County of, DBA-Dept. of Health and Human Services
(Name of Organization)

By:

(Signature of Authorized Official)

Connie Beck, Director of Health and Human Services
(Typed Name and Title of Authorized Official)

(Date)

Tax ID No.: 94-6000513
CoC Program Grant Number: CA1585L9T221600
Effective Date:
DUNS No.: 793165098

EXHIBIT 1
SCOPE OF WORK for FY2016 COMPETITION

1. The projects listed on this Scope of Work are governed by the Continuum of Care Program Interim Rule attached hereto and made a part hereof as Exhibit 1a. Upon publication for effect of a Final Rule for the Continuum of Care program, the Final Rule will govern this Agreement instead of the Interim Rule. The projects listed on this Exhibit at 4., below, is also subject to the terms of the Notice of Funds Availability for the fiscal year listed above.
2. The Continuum that designated the Recipient to apply for grant funds has not been designated a high performing community by HUD for the applicable fiscal year.
3. The Recipient is not the only Recipient for the Continuum of Care. HUD's total funding obligation for this grant is \$ 39909, allocated between budget line items, as indicated in 4., below. In accordance with the Rule, the Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without a written amendment to this Agreement.
4. Subject to the terms of this Agreement, HUD agrees to provide the Grant funds, in the amount specified for the project application listed, to be used during the performance period established below. However, no funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to the Rule and no funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.

Project No.	Performance Period	Total Amount
CA1585L9T221600	-	\$ 39909

Allocated between budget line items as follows:

a. Continuum of Care planning activities	\$
b. UFA costs	\$ 0
c. Acquisition	\$ 0
d. Rehabilitation	\$ 0
e. New construction	\$ 0
f. Leasing	\$ 0
g. Rental assistance (of which \$ 0 is for short-term and medium-term rental assistance for persons at risk of homelessness)	\$ 32064
h. Supportive services	\$ 4217
i. Operating costs	\$ 0
j. Homeless Management Information System	\$ 0

- | | |
|--|---------|
| k. Administrative costs | \$ 3628 |
| l. Relocation Costs | \$ 0 |
| m. Housing relocation and stabilization services | \$ 0 |
5. If grant funds will be used for payment of indirect costs, pursuant to 2 CFR 200, Subpart E - Cost Principles, the Recipient is authorized to insert the Recipient's federally recognized indirect cost rates (including if the de minimis rate is charged per 2 CFR §200.414) on the attached Federally Recognized Indirect Cost Rates Schedule, which Schedule shall be incorporated herein and made a part of the Agreement. No indirect costs may be charged to the grant by the Recipient if their federally recognized cost rate is not listed on the Schedule. Do not include indirect cost rates for Subrecipients; however, Subrecipients may not charge indirect costs to the grant if they do not also have a federally recognized indirect cost rate.
 6. The following project has not been awarded project-based rental assistance for a term of fifteen (15) years. Funding is provided under this Scope of Work for the performance period stated in paragraph 4. Additional funding is subject to the availability of annual appropriations.
 7. Program income earned during the grant term shall be retained by the recipient and used for eligible activities. Program income may also be counted as match.

Tax ID No.: 94-6000513
CoC Program Grant Number: CA1585L9T221600
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FEDERALLY RECOGNIZED INDIRECT COST RATE SCHEDULE

<u>Grant No.</u>	<u>Recipient Name</u>	<u>Indirect cost rate</u>	<u>Cost Base</u>
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This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development**

By:

(Signature)

(Typed Name and Title)

(Date)

RECIPIENT

Humboldt, County of, DBA-Dept. of Health and Human Services
(Name of Organization)

By:

(Signature of Authorized Official)

Connie Beck, Director of Health and Human Services
(Typed Name and Title of Authorized Official)

(Date)

Attachment B. Supplemental Budget

County of Humboldt
1175449 - Fiscal Agent

Humboldt County Budget FY 2017-2018

	Adopted Budget	Adjusted Budget	Supplemental Needed	Revised Budget
Revenues				
50 Other Governmental Agencies				
590069 HUD Grant	49,886.00	49,886.00	29,932.00	79,818.00
Total Revenues	49,886.00	49,886.00	29,932.00	79,818.00
Expenditures				
03 Other Charges				
3109 Grant Fund Disbursements	49,886.00	49,886.00	24,048.00	73,934.00
3928 Expense Transfers	-	-	5,884.00	5,884.00
Total Other Charges	49,886.00	49,886.00	29,932.00	79,818.00
Net Revenues Over (Under) Expenditures)	-	-	-	-