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**File ID:** 2025-00842

4/29/2025

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**Agreements: Emergency Bridge Housing Shelter, Meadowview Navigation Center, and the X Street Navigation Center [Published for 10-day Review on 04/17/2025]**

File ID: 2025-00842

**Location:** 2787 Grove Avenue, District 2; 2812 Meadowview Road, District 8; 2970 X Street, District 5

**Recommendation:** Pass a **Motion** authorizing the Interim City Manager or designee to: 1) execute a grant agreement with First Step Housing Db a First Step Communities for an amount not to exceed \$1,874,712 for the operation of the Emergency Bridge Housing Shelter; 2) execute a grant agreement with Volunteers of America for an amount not to exceed \$2,737,923 for the operation of the Meadowview Navigation Center; and 3) execute a grant agreement with Volunteers of America for an amount not to exceed \$2,815,018 for the operation of the X Street Navigation Center.

**Contact:** Brian Pedro, Director, (916) 808-7816, bpedro1@cityofsacramento.org; Rodolfo Davidson, Program Manager, (916) 808-3703, rdavidson@cityofsacramento.org; Department of Community Response

**Attachments:**

- 1-Description/Analysis
- 2-First Step Communities Agreement
- 3-Volunteers of America Agreement
- 4-Volunteers of America Agreement

**Description/Analysis**

**Issue Detail:** Homelessness is an issue that impacts communities without regard to geographic or political boundaries and for which there is no single answer or approach. Shelters play a significant role in addressing homelessness, and as such, it is necessary to create a systemic approach to addressing homelessness that includes low-to-no barrier crisis shelters. The City of Sacramento recognizes the important role that such shelters play in helping move people out of homelessness and into permanent housing.

The City of Sacramento has made a significant investment of resources into increasing the access and availability of shelter beds, services, and permanent housing for those experiencing homelessness. The positive impact from these investments can be seen from the latest Sacramento

Point-In-Time (PIT) Count that was released in June 2024 by the Sacramento County Continuum of Care. According to the 2024 PIT Count, the County of Sacramento had an estimated homeless population of 6,615, a 28.7% decrease from the 2022 PIT Count. Between 2022 and 2024, the number of people experiencing homelessness in shelters increased by 2.2%, from 2,614 to 2,671. In contrast, the number of unsheltered individuals decreased by 40.8%, dropping from 6,664 to 3,944. Despite recent improvement in the number of individuals experiencing homelessness, Sacramento has still seen a 19% increase in homelessness from the 2019 PIT count.

The City's response to homelessness has included an Emergency Bridge Housing program at Grove Avenue for Transitional Aged Youth (TAY) which opened in June 2020, and two congregate navigation centers, at Meadowview Road and X Street, which opened in October 2020 and September 2021 respectively. Each of these shelters has been funded by the City, and the shelter operations have been managed and overseen by the Housing Authority of the City of Sacramento (Housing Authority). In 2024, the City and the Housing Authority mutually agreed to transition the management and oversight of shelter operations of these shelter sites from the Housing Authority to the City.

### **Emergency Bridge Housing at Grove Avenue**

In 2020, the City, in partnership with Housing Authority staff, applied for and received \$5.6 million of State Homeless Housing, Assistance, and Prevention Program Round 1 (HHAP-1) funds to launch this tiny home shelter initiative for a two-year period. Initially 24 tiny home cabins were installed, which expanded to a total of 50 cabins in 2022. Property at 2787 Grove Avenue, owned by the St. Paul's Church of God in Christ, was utilized to launch this initiative to assist unhoused transitional aged youth (TAY) ages 18-24 to receive shelter and achieve stabilization through case management and resources. The cabins are equipped with beds, limited storage space, heating, and air conditioning. Guests also have access to community space both indoors and outdoors to interact with each other.

The Housing Authority entered into an agreement with First Step Communities (FSC) to operate the tiny home community. Operational responsibilities include but are not limited to onsite 24-hour security, providing three meals a day, laundry, hygiene, sanitation, and community engagement services. Individualized case management is provided in coordination with social service agencies and other community-based organizations to include assistance for employment, transportation, health and wellness care, and behavioral health assistance. All referrals to fill vacancies come through the Coordinated Access System.

On March 10, 2020, the City entered into a Master Administrative Services Agreement with the Housing Authority to provide the City administration, management, and operation of EBH at Grove Avenue using \$5,596,400 of HHAP-1 funds. An amendment to the Master Administrative Services Agreement added \$92,500 bringing the total City funding for EBH at Grove Avenue to \$5,688,900 from March 2020 through June 2023.



from March 2020 through June 2023.

On May 1, 2023, the City entered into a Grant Agreement with the Housing Authority for the continued operations of EBH at Grove Avenue utilizing \$3,262,000 of HHAP-3 funds through June 30, 2024.

On May 28, 2024, the City Council passed Mo. 2024-0147 to approve \$729,097 of unspent HHAP-1 funds and interest income from the 2020 Master Administrative Services Agreement to the City Agreement with the Housing Authority be added back into the agreement and extended the agreement eight months until February 28, 2025.

On March 1, 2025, City staff entered into a supplemental agreement with the Housing Authority to extend services through April 30, 2025.

On January 23, 2025, City staff released a Request for Proposals on PlanetBids for an agency to operate Emergency Bridge Housing at Grove Avenue for one year from May 2025 through April 2026. The City entered into negotiations, then awarded the contract for the operation of the Emergency Bridge Housing Shelter located at Grove Avenue to First Steps Communities for a not-to-exceed amount of \$1,874,712 starting on May 1, 2025.

In 2024, 131 youth exited the program to a positive destination with the assistance of FSC and their service providers.

City staff recommend entering into an agreement with First Step Communities for the operations of the Emergency Bridge Housing Shelter from May 1, 2025, through April 30, 2026, using HHAP-2, HHAP-3, HHAP-4, and HHAP-5 youth funds.

### **Meadowview Navigation Center**

The Meadowview Navigation Center was initially a two-year program from October 1, 2020, until September 30, 2022, to shelter 100 women experiencing homelessness. The City in partnership with the Housing Authority received \$6 million of HHAP-1 funds for the operation of this shelter. The City Public Works Department administered the construction of the site, and the Housing Authority was asked to oversee the administration of shelter operations. It was entirely funded by State Homeless Housing, Assistance and Prevention Phase 1 (HHAP-1) grant funds received from the State of California Housing and Community Development Department.

The shelter opened October 1, 2020. Volunteers of America (VOA) was selected as the site operator, subcontracted through the Housing Authority. The campus includes two Sprung Structures: one for dining and the other for the dormitory, with accompanying restrooms, showers, and administrative space. Three daily meals are provided, and kennels are available for a limited number of pets. The

goal of the Meadowview Center is to serve women experiencing homelessness, understand their barriers to housing, stabilize them with services, link them to income resources as necessary, and help them find suitable and stable housing. The shelter operates from a housing-first, low-barrier approach to provide services and housing support. Priority is given to women living in the surrounding area.

To provide seamless operations while waiting for additional state funds to be allocated to local jurisdictions, \$1.1 million of federal funds were allocated between October and December 2022 to continue operations for a six-month period. These funds were Emergency Solutions Grant Corona Virus funds (ESG-CV) and Community Development Block Grant funds.

In January 2023, the City allocated \$3.6 million of State Homeless Housing, Assistance and Prevention Phase 3 (HHAP3) funds to the Meadowview Center to continue operations for an additional year through May 2024. With cost savings, operations were extended from May 2024 through October 31, 2024.

On October 22, 2024, the City Council passed motion No. 2024-0313 authorizing a supplemental agreement to extend operations from October 31, 2024, through March 31, 2025, and provide an additional \$2,056,724 in funding.

On January 23, 2025, City staff released a Request for Proposals on PlanetBids for operation of the Meadowview Navigation Center. The City entered into negotiations, then awarded the contract for the operation of the Meadowview Navigation Center to Volunteers of America (VOA) for a not-to-exceed amount of \$2,737,923 starting on May 1, 2025.

On March 1, 2025, City staff entered into a supplemental agreement with the Housing Authority to extend services through April 30, 2025.

In 2024, 102 women exited the program to a positive destination with the assistance of VOA and their service providers.

City staff recommend entering into an agreement with Volunteers of America (VOA) for the operations of the Meadowview Navigation Center from May 1, 2025, through April 30, 2026, using HHAP-2 and HHAP-5 funds.

### **X Street Navigation Center**

On April 15, 2021, the City amended the Master Administrative Services Agreement with the Housing Authority to include \$7,708,024 of HHAP-1, Kaiser Foundation, Measure U, and Emergency Solutions Grant (ESG) CARES funds for the construction and operation of the X Street Navigation Center. The center opened on September 21, 2021, to house up to 100 homeless adults on property owned by Caltrans, located under Business 80 at the intersection of Broadway and Alhambra.

The site has two Sprung Structures (for dining and sleeping quarters) with accompanying restrooms, laundry and showers, and administrative space for case management services. Volunteers of America (VOA) was selected as the site operator, subcontracted through the Housing Authority, and has staff onsite 24 hours a day, seven days a week. Three meals are provided each day, and limited kennels are available onsite.

X Street gives priority to the unsheltered homeless in the immediate vicinity of Oak Park, Curtis Park, and the Alhambra/Broadway corridor. All referrals to enter the shelter come through the Coordinated Access System. VOA operates the Center from a housing-first, low-barrier “come-as-you-are” approach where sobriety and addiction treatment are not conditions to receive services.

Guests receive services on-site and/or are linked to services off-site that meet their individual needs. It includes but is not limited to behavioral health treatment, anger management, addiction recovery assistance, conducting activities of daily living, ready-to-rent training, financial management, employment connections, access to critical documents, arts and crafts, addressing credit/eviction issues, and significant re-housing efforts.

On October 1, 2023, the City entered into a Grant Agreement with the Housing Authority to continue operations at the X Street Navigation Center through September 30, 2024, using an additional \$4.6 million of HHAP-4 funds.

On May 28, 2024, the City Council passed Mo. 2024-0147 to approve \$2,752,019 of unspent HHAP-1 funds, Kaiser funds, City Measure U funds, and earned interest funds from the 2020 Master Administrative Services Agreement to the City Agreement with the Housing Authority be added back into the agreement and extended nine months until June 30, 2025.

On January 23, 2025, City staff released a Request for Proposals on PlanetBids for operation of the X Street Navigation Center. The City entered into negotiations, then awarded the contract for the operation of the X Street Navigation Center to Volunteers of America (VOA) for a not-to-exceed amount of \$2,815,018 starting on July 1, 2025.

In 2024, 101 participants exited the program to a positive destination with the assistance of VOA and their service providers.

City staff recommend entering into an agreement with Volunteers of America for the operations of the X Street Navigation Center from July 1, 2025, through June 30, 2026, using HHAP-5 funds.

**Policy Considerations:** Pursuant to Sacramento City Code Section 3.04.020, any agreement involving an expenditure of \$250,000 or more requires City Council approval.

The Sacramento City Code Section 4.04.020 and the City Council Rules of Procedure (Chapter 7, Section E.2.d) mandate that unless waived by a 2/3 vote of the City Council, all labor agreements, and all agreements greater than \$1,000,000 shall be made available to the public at least ten (10) days prior to City Council action. This item was published for 10-day review on April 17, 2025, in compliance with the City Code.

**Economic Impacts:** None.

**Environmental Considerations:** Pursuant to Government Code section 8698.4(a)(4), the California Environmental Quality Act does not apply these contracts. Additionally, this report concerns activities that do not have the potential for causing a significant effect on the environment and would be exempt from the CEQA (CEQA Guidelines section 15061(b)(3)).

**Sustainability:** Not applicable.

**Commission/Committee Action:** None.

**Rationale for Recommendation:** On January 23, 2025, the City released three Request for Proposals on PlanetBids for operations of the Emergency Bridge Housing Shelter, Meadowview Navigation Center, and X Street Navigation Center. A review panel including City and County staff unanimously recommended entering into an agreement with First Step Communities for the operation of Emergency Bridge Housing Shelter, Volunteers of America for the operation of the Meadowview Navigation Center, and Volunteers of America for the operation of X Street Navigation Center.

DCR staff completed the RFP process and have notified the awardees. The RFP process enabled City staff to choose the top-ranked proposers who exhibit experience working with a vulnerable population of individuals experiencing homelessness, ability to serve various Council districts, and ability to respond quickly and work in collaboration with DCR. Services provided by these agreements address the ongoing need for shelter, rehousing, and supportive services for individuals experiencing homelessness.

**Financial Considerations:** Sufficient funding is available (Operating Grants, Fund 2702) in the HHAP-2 Grant Project (G02000960) in the amount of \$116,197, (Operating Grants, Fund 2702) in the HHAP-3 Grant Project (G02000970) in the amount of \$340,998, (Operating Grants, Fund 2702) in the HHAP-4 Grant Project (G02000980) in the amount of \$270,891, and (Operating Grants, Fund 2702) in the HHAP-5 Grant Project (G02000990) in the amount of \$1,146,626, to execute the Agreement with First Step Communities for an amount not-to-exceed \$1,874,712.

Sufficient funding is available (Operating Grants, Fund 2702) in the HHAP-2 Grant Project (G02000960) in the amount of \$386,569, and (Operating Grants, Fund 2702) in the HHAP-5 Grant

Project (G02000990) in the amount of \$2,351,354 to execute the Agreement with Volunteers of America, for an amount not to exceed \$2,737,923.

Sufficient funding is available (Operating Grants, Fund 2702) in the HHAP-5 Grant Project (G02000990) to execute the Agreement with Volunteers of America, for an amount not to exceed \$2,815,018.

**Local Business Enterprise (LBE):** All businesses and non-profit organizations that the Department of Community Response is partnering with are LBEs in the City of Sacramento.

# CONTRACT ROUTING SHEET

**Contract Cover/Routing Form: Must Accompany ALL Contracts; however, it is NOT part of the contract.**

## General Information (Required)

Original Contract # (supplements only): \_\_\_\_\_ Supplement/Addendum #: \_\_\_\_\_  
Assessor's Parcel Number(s): \_\_\_\_\_  
Contract Effective Date: 05/01/2025 Contract Expiration Date (if applicable): 04/30/2026  
\$ Amount (Not to Exceed): \$ 1,874,712.00 Adjusted \$ Amount (+/-): \_\_\_\_\_  
Other Party: First Step Housing dba First Step Communities  
Project Title: Emergency Bridge Housing Shelter  
Project #: G02000991 Bid/RFQ/RFP #: \_\_\_\_\_  
City Council Approval: YES if YES, Council File ID#: 2025-00842

## Contract Processing Contacts

Department: City Manager Project Manager: Rodolfo Davidson  
Contract Coordinator: Madolyn Ruberg Email: mruberg@cityofsacramento.org

## Department Review and Routing

### Accounting:

\_\_\_\_\_  
(Signature) (Date)

### Supervisor:

\_\_\_\_\_  
(Signature) (Date)

### Division Manager:

Rodolfo Davidson  
(Signature) (Date)

### Other:

\_\_\_\_\_  
(Signature) (Date)

## Special Instruction/Comments (i.e. recording requested, other agency signatures required, etc.)

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**Recording Requested**

☐

**Other Party Signature Required**

-----FOR CLERK & IT DEPARTMENTS ONLY – DO NOT WRITE BELOW THIS LINE-----

## **Homeless Housing, Assistance, and Prevention Program Grant Agreement: Emergency Bridge Housing**

This Grant Agreement ("Agreement") dated May 1, 2025, for purposes of identification, is between the CITY OF SACRAMENTO, a California municipal corporation (the "City"), and FIRST STEP COMMUNITIES, a California non-profit corporation (the "Grantee").

### **Background**

The State of California has established the Homeless Housing, Assistance, and Prevention ("HHAP") program pursuant to Chapter 6 (commencing with Section 50216) of Part 1 of Division 31 of the Health and Safety Code. (Added by Stats.2020, c. 15 (A.B. 83), § 7, eff. June 29, 2020.) The HHAP program was established for the purpose of providing jurisdictions with one-time grant funds to support regional coordination and expand or develop local capacity to address immediate homelessness challenges, as specified. Current state law provides for the allocation of funding under the HHAP program to local jurisdictions in 5 rounds, which were previously administered by the California Interagency Council on Homelessness in the Business, Consumer Services and Housing Agency ("BCSHA") and are currently administered by the California Department of Housing and Community Development (HCD) in the BCSHA.

On July 23, 2021, the City was notified by BCSHA that it was awarded \$6,454,953 of HHAP program funds from the second round of the HHAP program ("HHAP-2"). On October 19, 2021, City Council adopted Resolution 2021-0310, which authorized the City Manager to execute the HHAP Standard Agreement with BCSHA, and to accept and administer \$6,454,953 in grant funding.

In October 2021, the City applied to BCSHA for the third round of HHAP funding ("HHAP-3") in the amount of \$16,683,570. On June 28, 2022, City Council adopted Resolution No. 2022-0211 which authorized the City Manager to sign all necessary grant agreements and related documents to receive the HHAP-3 funding, and to accept and administer \$16,683,570 in grant funding. The City received the first disbursement of HHAP-3 funds in August 2022 and the second disbursement in January 2023.

In November 2022, the City applied for the fourth round of HHAP funding ("HHAP-4") in the amount of \$24,791,417. On February 7, 2023, the City Council adopted Resolution No. 2023-0036, which authorized the City Manager to sign all necessary grant agreements and related documents to receive the HHAP-3 funds, to accept the state allocation of \$24,791,417 in grant funds, and to increase the HHAP-4 Grant Fund Project (G02000980) and its corresponding revenue and expenditure budget in G02000980 (Operating Grant Fund, Fund 2702). The City received the first disbursement of HHAP-4 funds in August 2023 and the second disbursement in June 2024.

In January 2024, the City was notified by HCD that it was awarded \$27,053,240.85 of HHAP program funds from the fifth round of the HHAP program ("HHAP-5"). On October 15, 2024, City Council adopted Resolution No. 2024-0302, which authorized the City Manager to accept the state allocation of \$27,053,240.85 in grant funds, to sign HCD's "Standard Agreement" for the receipt of HHAP-5 funding, and to establish the HHAP-5 Grant Project (G02000990).

The City is using HHAP-2, HHAP-3, HHAP-4 and HHAP-5 funds (hereinafter collectively referred to as "HHAP funds") to provide a sub award to the Grantee under this Agreement as set forth in the above-referenced

Resolutions. The disbursement of HHAP funds to Grantee furthers the purpose of the HHAP program of continuing to build regional coordination to reduce homelessness. This Agreement will provide funding to operate Emergency Bridge Housing shelter in 50 cabins for up to 72 Transitional Age Youth (TAY) guests living on the streets and connect them to much needed services and housing. The services funded by this Agreement include the provision of emergency shelter operations, food, and on site case management services to connect participants to stable income, public benefits, and community support services, thereby preparing individuals to return to permanent housing.

**With these Background facts in mind, the City and Grantee agree as follows:**

- 1. Term.** This Agreement takes effect as described in section 8 and terminates on April 30, 2026, subject to early termination under Section 6. The City may extend this Grant Agreement for additional terms, provided that the total Agreement term, including any such extensions, shall not exceed five years.
- 2. Disbursement of Funds.** The City shall disburse to the Grantee a total sum not to exceed \$1,874,712.00 in accordance with section 3 below. The funds disbursed by the City under this agreement are referred to as "HHAP funds." In no instance will the City be liable for any payments or costs in excess of this amount, for any unauthorized or ineligible costs, or for costs incurred after April 30, 2026.
- 3. Reimbursement Basis.** The City will make payments to the Grantee in arrears as follows:
  - a) *Progress Payments.* On a monthly basis, the Grantee shall provide the City with a payment request and a written report on the progress made on the Authorized Uses (in accordance with section 4 below) that must include a detailed accounting of costs already incurred in sufficient detail for the City, in its opinion, to substantiate the costs covering the period since the Grantee last submitted a monthly payment request. The City may request any additional documentation it determines is needed to substantiate any request for reimbursement. The City reserves the right to withhold payment of unauthorized amounts. The City shall remit payment to Grantee within a reasonable time after payment request approval.
  - b) *Final Payment.* As a condition of receiving final payment under this agreement, the Grantee shall provide the City with (i) all of the documents described in section 3(a), above, covering the period since the Grantee last submitted a monthly payment request, and (ii) the final completion report required under section 5(d), below. The City may request any additional documentation it determines is needed to substantiate any request for reimbursement or that is needed to complete the closeout report. The City reserves the right to withhold payment of unauthorized amounts. The City shall remit payment to Grantee within a reasonable time after receipt of a payment request and closeout report approval.
- 4. Authorized Uses.** The following terms apply to the Grantee's activities and expenditures related to this agreement:
  - a) The Grantee agrees to use the HHAP funds for the purposes set forth in, and in compliance with the conditions set forth in, the HHAP-2, HHAP-3, HHAP-4, and HHAP-5 Standard Agreements between the City and the State (hereinafter "HHAP Standard Agreements") including the special conditions



set forth in Exhibit D of the HHAP Standard Agreements, attached hereto as **Attachment 3, Attachment 4, Attachment 5, & Attachment 6**. The Grantee shall also comply with the applicable State requirements governing the use of HHAP program funds, with the Grantee's submitted scope of work included as **Attachment 1**, and with the budget approved by City, attached hereto as **Attachment 2**. Failure to comply with these conditions may result in termination of this Agreement.

- b) The Grantee may seek reimbursement solely for costs it incurs that are necessary to carry out the activities listed in Attachment 1 ("**Authorized Activities**") in accordance with the budget listed in Attachment 2 ("**Approved Budget**") between the effective date of this agreement and the termination date established in Section 1 (Term).
- c) If Grantee receives a refund or credit for any cost for which it received a payment of HHAP funds, Grantee shall return HHAP funds in an amount equal to the refund or credit to the City by check payable to the City and delivered to the City at the address shown in section 7 (below) no later than 10 days following receipt of such refund or credit, unless otherwise agreed to, in writing, by the City.
- d) Any costs that are determined by subsequent audit to be unallowable are subject to repayment by the Grantee to the City within 60 days unless the City approves an alternative repayment plan in writing.
- e) If the Grantee has received other funds from the City or any other entity, Grantee shall not use the HHAP funding awarded pursuant to this Agreement to pay for direct or indirect costs already covered by the other funding.
- f) The Grantee shall not use HHAP funds to supplant funding provided by the City to the Grantee under any other MOU or Agreement. The Grantee shall include a term in every subaward and contract that prohibits the subrecipient or contractor from using HHAP funds to supplant funding provided by the City directly or indirectly to the subrecipient or contractor.
- g) In addition, the following terms apply to the Grantee's activities and expenditures related to this Agreement:
  - 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. All the terms of the HHAP Standard Agreements (**Attachment 3, Attachment 4, Attachment 5, & Attachment 6**) apply to this Agreement.

**5. Books and Records.** During the term of this Agreement and as set forth in the HHAP Standard Agreements, the Grantee shall keep appropriate books, records, and accounts in connection with the HHAP funds and activities performed under this Agreement and is subject to the following:

- a) The Grantee shall maintain all records related to this Agreement in accordance with State requirements. (See Attachment 3, Exhibit C, sections 4-5 and Exhibit D, paragraph 1.)
- b) The Grantee shall make its books, records, and accounts, employees, property, and equipment related to this Agreement available to the City's Accounting Manager (the "Accounting Manager"), the City Auditor, any independent auditor, and the United States Department of the Treasury Office of Inspector General ("OIG") at all reasonable times so that the Accounting Manager, City Auditor, independent auditor, or OIG may determine whether the Grantee has complied with this Agreement. If the City requests, the Grantee shall obtain and provide to the City, at the Grantee's sole cost, an independent financial audit of the Grantee's use of the HHAP funds.
- c) Upon demand by the City, given in accordance with section 7 below, the Grantee shall reimburse the City for all HHAP funds that the Accounting Manager, City Auditor, an independent auditor, or the OIG determines were not expended in accordance with the HHAP Standard Agreements and this Agreement, or are otherwise unallowable, and result in the City's obligation to repay such improperly expended HHAP funds to the State. The Grantee shall reimburse the City by check payable to the City and delivered to the City at the address shown in section 7 below within 60 days after delivery to Grantee of a final determination letter and audit findings.
- d) Within 30 calendar days after either completion of the Authorized Activities or the termination of this Agreement, whichever occurs first, Grantee shall provide City with a final completion report. The report shall demonstrate quantitative and qualitative evidence of successful efforts benefitting the community, outline all completed grant activities as proposed in this Agreement and any executed modifications, materials provided to the public, advertisements, and photographs, where applicable. Grantee's failure to provide the final completion report or Grantee's unauthorized use of City Funds may result in the Grantee being barred from eligibility for City grant funding in future years.

**6. Termination.** The City shall have the right to terminate this grant agreement at any time by giving a written notice of termination to Grantee. Upon receipt of such notice, Grantee shall immediately cease performance under this grant agreement as specified in the notice. If the City terminates this grant agreement:

- (1) Grantee shall, not later than five days after receipt of the notice, deliver all information prepared under this Contract to the City.

- (2) The City shall pay Grantee the reasonable value of Authorized Activities provided by Grantee before termination; provided, however, City shall not in any manner be liable for lost profits that might have been made by Grantee had the grant agreement not been terminated or had Grantee completed performance required by this grant agreement. Grantee shall furnish to the City any financial information requested by the City to determine the reasonable value of the Authorized Activities provided by Grantee. The foregoing is cumulative and does not affect any right or remedy that City may have in law or equity.

- 7. Notices.** Any notice, request, report, or demand under this Agreement must be in writing and will be considered properly given and effective only when mailed or delivered in the manner provided by this section 7 to the persons identified below or their successors. A mailed notice, application, request, report, or demand will be effective or will be considered to have been given on the third calendar day after it is deposited in the United States Mail (certified mail and return receipt requested), addressed as set forth below, with postage prepaid. A notice, application, request, report, or demand sent in any other manner will be effective or will be considered properly given when actually delivered. Any party may change its address for these purposes by giving written notice of the change to the other party in the manner provided in this section.

*If to the City:*

City of Sacramento  
Department of Community Response  
1000 I Street, Suite 180  
Sacramento, California 95814  
Attention: Brian Pedro, Director  
Phone: 916-808-7816/Email: [bpedro1@cityofsacramento.org](mailto:bpedro1@cityofsacramento.org)

*If to the Grantee:*

First Step Housing, dba First Step Communities (FSC)  
2111 Q Street  
Sacramento, CA 95823  
Attention: Stephen Watters, Chief Executive Officer  
Phone: 916-769-8877/Email: [swatters@firststepcommunities.org](mailto:swatters@firststepcommunities.org)

- 8. Effective Date.** This Agreement is effective on May 1, 2025.
- 9. Indemnity.** The Grantee shall defend, hold harmless and indemnify the City, its officers and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by the City's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (collectively, "Liabilities"), including

Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way related to this Agreement, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder or (ii) such Liabilities are litigated, settled or reduced to judgment, except that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to persons or damage to property to the extent arising from the sole negligence or willful misconduct of the City, its agents, servants, or independent contractors who are directly responsible to City, except when such agents, servants, or independent contractors are under the direct supervision and control of the Grantee. The Grantee shall also defend, hold harmless and indemnify the City, its officers and employees, and each and every one of them, from and against any Liabilities related to the enforcement of Section 5(c) of this Agreement resulting from actions brought by any party.

**10. Insurance.** Grantee shall, at its sole cost and expense, maintain the insurance coverage described in **Attachment 7** to this agreement.

**11. Conflicts of Interest.** The Grantee, its officers, directors, employees, agents, and subcontractors shall not have or acquire any interest, directly or indirectly, that creates an actual or apparent conflict with the interests of the City or that in any way hinders the Grantee's performance under this Agreement.

**12. Miscellaneous.**

- a) *Supervision or Discipline of Minors.* The Grantee shall not employ a person, whether as an employee, contractor, or volunteer, in a position with supervisory or disciplinary authority over a minor in connection with this agreement if the person has been convicted of an offense identified in California Public Resources Code section 5164, subdivision (a)(2). To give effect to this section, the Grantee shall conduct a criminal background check on each person it employs in a position with supervisory or disciplinary authority over a minor.
- b) *Assignment.* The Grantee may not assign or otherwise transfer this Agreement or any interest in it without the City's written consent, which the City may grant or deny in its sole discretion. An assignment or other transfer made contrary to this section 12(b) is void.
- c) *Successors and Assigns.* This Agreement binds and inures to the benefit of the successors and assigns of the parties. This section 12(c) does not constitute the City's consent to any assignment of this Agreement or any interest in this agreement.
- d) *Interpretation.* This Agreement is to be interpreted and applied in accordance with California law. Attachments 1 and 2 are part of this agreement.
- e) *Waiver of Breach.* A party's failure to insist on strict performance of this Agreement or to exercise any right or remedy upon the other party's breach of this Agreement will not constitute a waiver of the performance, right, or remedy. A party's waiver of the other party's

breach of any term or provision in this Agreement is not a continuing waiver or a waiver of any subsequent breach of the same or any other term or provision. A waiver is binding only if set forth in writing and signed by the waiving party.

- f) *Severability.* If a court with jurisdiction rules that any nonmaterial part of this Agreement is invalid, unenforceable, or contrary to law or public policy, then the rest of this Agreement remains valid and fully enforceable.
- g) *Counterparts.* The parties may sign this Agreement in counterparts, each of which is considered an original, but all of which constitute the same Agreement. Facsimiles, pdfs, and photocopies of signature pages of the Agreement have the same binding effect as originals.
- h) *Time of Essence.* Time is of the essence in performing this Agreement.
- i) *Compliance with all Laws, Requirements, and Orders.* The Grantee shall comply with all applicable laws, regulations, orders of public officials, and requirements in connection with this Agreement and as set forth in the attached HHAP Standard Agreements.
- j) *Authority to Sign.* The person signing this Agreement on Grantee's behalf represents that he or she is authorized to do so and that no further action beyond his or her signature is required to bind Grantee to this Agreement. City shall have no obligations whatsoever under this Agreement, unless and until this Agreement is executed by the City Manager or the City Manager's authorized designee.
- k) *Tax Implications and Consequences.* The City makes no representations as to the tax consequences associated with the disbursement of HHAP funds related to this Agreement, and any determination related to this issue is the sole responsibility of the Grantee. Grantee acknowledges consulting with its own tax advisors or tax attorneys regarding this transaction or having had an opportunity to do so prior to signing this Agreement. Grantee acknowledges the City cannot provide advice regarding the tax consequences or implications of the HHAP funds disbursed to Grantee under the terms of this Agreement.
- l) *Integration and Modification.* This Agreement sets forth the parties' entire understanding regarding the matters set forth above and is intended to be their final, complete, and exclusive expression of those matters. It supersedes all prior or contemporaneous agreements, representations, and negotiations—written, oral, express, or implied—and may be modified only by another written Agreement signed by both parties.

*(Signature Page Follows)*

**CITY OF SACRAMENTO, a municipal corporation,**

**GRANTEE: First Step Housing**

REQUESTED FOR APPROVAL BY:

*Tim Swanson*

\_\_\_\_\_  
Tim Swanson, Assistant Director

Dated: **04/15/2025**

*Stephen Watters*

\_\_\_\_\_  
Stephen Watters (Apr 16, 2025 18:05 PDT)

Stephen Watters, CEO

Dated: **04/16/2025**

APPROVED AS TO FORM:

*Arvinder Kaur*

\_\_\_\_\_  
Arvinder Kaur (Apr 15, 2025 15:04 PDT)

Arvinder Kaur, Deputy City Attorney

APPROVED BY:

\_\_\_\_\_  
Mario Lara, Assistant City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

# **Attachment 1**

## **Emergency Bridge Housing Shelter**

### **Scope of Work**

**Service Location:** 2787 Grove Avenue, Sacramento, CA 95815

#### **Statement of Work**

First Step Communities (the “Operator”) will operate the Emergency Bridge Housing (EBH) Shelter for the operations and oversight of 50 cabins for up to 72 Transitional Age Youth (TAY) guests living on the streets while connecting them to services and housing. Emergency Bridge Housing is located at 2787 Grove Ave, Sacramento, CA 95815.

The primary focus of the services will be to stabilize and quickly (on average within six months) transition TAY to long-term housing. The Operator will provide wrap around services including intensive case management working in partnership with other non-profit agencies specializing in serving TAY, and Community Based Organizations (CBOs). This partnership fosters collaboration on common obstacles afflicting the homeless population. Services should be available to the TAY guests to stabilize themselves, however they should not rely on staff for longer-term supportive services at the Grove Avenue site and should be encouraged to engage in services within their community.

The Operator will provide at least two case managers focused on helping TAY access jobs, connecting them to other types of assistance, helping them access permanent housing, and promoting stability.

Within 30 days of completion of the EBH program, the Operator will deliver a closeout report on all activities and outcomes.

#### **I. Staffing**

The Operator’s staff will be employed to support the day-to-day operations of the EBH program. They will have training and experience working with the TAY homeless population and will design services to meet the diverse needs of that population. Front line staff must be trained in youth mental health first aid, trauma informed care, and motivational interviewing.

#### **II. Scope of Work**

The Operator will work collaboratively with the Department of Community Response (DCR) to complete tasks and deliverables as outlined in this Scope of Work including, but not limited to the following:

- Intake of guests.
- Stakeholder relations.
- Cabin preparations.
- Coordination of intake with other service providers.
- Operations.
- Case Management for TAY.
- Re-housing and Program exit.
- Homeless Management Information System (HMIS) Intake and Exit data.

- Administration and Project/data reporting.
- Attending Coordinated Access System TAY Case Meetings.

The Operator staff must meet monthly with DCR staff to provide updates, address pending issues and collaborate on operations of the site. Additional meetings may be scheduled between Operator and DCR as needed.

### III. Program Activities

The EBH community will be operated with the expectation to continue engaging TAY guests in ongoing wrap around services. The aim is to facilitate access to services and to continually engage guests using best practices for emergency shelters as outlined in the attached Sacramento Community Standards (Attachment 8). TAY guests are afforded consumer choice and self-determination for voluntary supportive services.

The Operator will provide written policies, plans, protocols, and guidelines in order to address best practices. These include:

- a. **Intake Protocol:** Have a collaborative process with the Continuum of Care Agency, Sacramento Steps Forward, and in partnership with the TAY providers to continuously ensure a transparent intake process based on set criteria.
- b. **Operational Guidelines:** Policies and procedures that follow the core components of Housing First identified in Section 8255 of the Welfare and Institutions Code that are intended for cabins and surrounding grounds, including, but not limited to:
  - Services to be available at site/off-site;
  - Protocol for Housing First;
  - Partnering TAY with related TAY service provider agencies;
  - Cabin and surrounding ground rules;
  - Management of non-compliant guests; and
  - Quarterly and annual data reports.
- c. **Program Ground Rules:** Updated written program rules that serve as protocols or guidelines for ensuring the safety and security of TAY guests, as well as program staff. Rules should address safety and security concerns, and any agency policy and procedure for search and seizure of property (search, confiscation, and securing of weapons and other contraband). Program ground rules must be guest-centered to minimize barriers to accessing services and prevent/minimize exits from the EBH program due to rule violations.
- d. **Termination Plan:** Policies and procedures of program violations that result in termination. If a TAY guest violates program requirements, the Operator staff may terminate assistance as a last resort in accordance with the formally approved process. The Operator must exercise judgment and examine extenuating circumstances in determining when violations warrant termination so that a guest is terminated only in the most severe cases. The Operator shall notify DCR staff if a guest is terminated. Termination does not bar the Operator from providing further assistance at a later date to the same household.
- e. **Formal Complaint and Grievance Procedures:** Policies and procedures to allow guests to address concerns. The policy will include the number of days the operations staff have to respond and



how complaints and grievances will be documented. The complaint and grievance policy will be posted for transparency. Operator shall also implement a method to track each grievance case, maintain records and provide reports on grievance cases, if required, to ensure transparency and proper oversight.

- f. **Re-Housing Plan:** A re-housing program for TAY to move into other appropriate longer-term housing. This service will begin once the guest is stabilized, keeping in mind the average stay at EBH is six months.
- g. **Exit Policies and Procedures:** Exit policies and procedures will include the type of exit, such as re-housed, voluntarily declined services, or termination. All exits will be entered into the HMIS system by the Operator staff in real time.
- h. **Good Neighbor Policy:** Continuously review and comply with the attached Good Neighbor Policy (see Attachment 9) to address the premises and the immediate surrounding neighborhood.
- i. **Infection Control Policy:** Operator will have an Infection Control Policy that addresses airborne pathogens. Staff shall be screened for Tuberculosis (TB) risk annually. Screening may consist of an assessment of any symptoms (e.g. cough) and review of any occupational exposure to TB. Staff with TB symptoms or exposure to a person with active TB should be referred to a health care provider for TB testing

#### IV. INTAKE

##### a. Coordinated Access System

The service operator will not accept walk-up referrals. All referrals will come through the Coordinated Access System (CAS). Any outreach performed by the service operator to people experiencing homelessness in the area will need to refer individuals to CAS to be referred to the shelter. CAS is a streamlined system designed to match TAY experiencing homelessness with sheltering, housing, and service options. Eligible guests are TAY aged 18-24, who are able to provide self-care (able to independently feed, clothe, toilet, ambulate) and who are experiencing literal homelessness as defined by having a primary nighttime residence that is a public or private place not meant for human habitation.

The service operator will work in accordance with the “Housing First” approach which reduces barriers to guest entry and shall not deny entry to EBH Housing based on suspicion of substance abuse, insobriety, or criminal background, unless a guest poses an imminent threat to themselves, staff, or other guests.

The service operator must not deny a referral but must bring any concerns immediately to the attention of DCR staff. This should be an unusual event as EBH Housing must use a “Housing First” approach—focusing on filling vacant beds, welcoming guests “as they are” and seeking to engage them in ongoing services using best practices.

The service operator must ensure that daily occupancy records and bed counts are available and completed in real time. Every effort will be made to ensure that as many beds as possible are occupied every night utilizing the CAS and that there are not any unnecessary vacancies.

## **b. Homeless Management Information System**

Upon entry, the service operator is required to input data for all guests into the Sacramento County Homeless Management Information System (HMIS) in real time. Required data includes, entry/exit data, client case notes, assessments, individualized service plans (ISPs) and services provided to client(s). Initial enrollment entries must be completed within 24 hours of program entry, in strict adherence to HMIS policies and procedures.

The Operator is responsible for ensuring the accurate and timely entry of client data into HMIS, following prescribed formats and protocols, and maintaining compliance with confidentiality standards and program guidelines. HMIS entry and exit printouts must be kept in the guest files, along with the homeless certification.

## **c. California Advancing and Innovating Medi-Cal (CalAIM)**

The Operator shall collaborate with DCR to ensure that program participants are enrolled in California Advancing and Innovating Medi-Cal ("CalAIM"). Working together, the operator(s) and DCR will seek CalAIM reimbursements for services provided to participants, as appropriate. All CalAIM reimbursements obtained shall be directed to the City to offset other program-related operational costs. The Operator shall not seek or claim reimbursement for any services for which the City is pursuing CalAIM reimbursements.

## **d. Guest Belongings**

During the intake process, TAY guests' personal belongings will be inspected to ensure compliance and prevent safety issues. If any disallowed items have been identified during inspection, they will be stored on-site as appropriate. The Operator will be responsible for maintaining a log of stored items. There will also be secure access for daily entrance and exit from the property.

## **e. Guest Check-in**

The Operator staff will complete check-in with new TAY guests including the following:

- HMIS Intake.
- Walk through inspection of the cabin with the guest to ensure everything is in working order, that clean bedding is provided, and that storage has been made available.
- Provide guest with an identification badge; and
- Provide check-in checklist and obtain guest signature of receipt.

During the check-in process, guests will also be provided with written materials informing them of facility and operational information including programs and services. This will include:

- Office hours.
- Information on programs and case management services.
- Location and availability of restrooms and showers.
- Laundry services.
- Meal service.
- Location of trash receptacles.
- Complaint and grievance procedures; and

- Ground rules.

#### **f. Sacramento City Police Department**

The Operator will coordinate with the Sacramento City Police Department on an ongoing basis related to the EBH program. The Operator staff will check-in with the Sacramento Police Department on a monthly basis to maintain a collaborative partnership.

#### **g. Social Services Agencies and Other Community Based Organizations**

The Operator will regularly attend and participate in meetings with social service agencies and other CBOs, especially the TAY providers, to ensure that resources and opportunities are made available to homeless TAY. The Operator will also facilitate meetings between the guests and the agencies.

### **V. CABIN PREPARATIONS**

The Operator is responsible for ensuring that cabins are move-in ready prior to check-in for eligible guests that complete the intake process. All buildings, furniture, equipment and linens are the property of the City except those brought onto the property by the operator.

This Intake process will include:

- Inspection of cabins to ensure that the cabins are safe, clean and ready for occupants to move in.
- Each cabin will be equipped with a mattress for the guests.
- Clean bed linens and blankets will be provided.
- Ensure that all identification badges are accounted for and available for new guests upon check-in.

### **VI. PROGRAM OPERATIONS**

The Operator is responsible for the day-to-day operations of the EBH program, which will also include tracking and maintaining general operational records. The operational responsibilities are listed below.

#### **a. Laundry**

- The Operator will sub-contract with a laundry service until the laundry facility in the annex has been completed. Upon completion of the laundry facility in the annex, the Operator will no longer sub-contract for a laundry service and will switch to in house laundering.
- Upon entry, the Operator will take all clothing and wash appropriately. Spare clothing will be provided during this initial laundry service.
- New linens and blankets will be placed on the bed prior to their entry when a new guest arrives. Soiled linens will be changed as needed.
- Sufficient bed liners will be provided to each new guest.
- Shuttle service may take guests to laundromats.

#### **b. Meals**

- The Operator is responsible for providing participants with three daily meals as well as beverages, and snacks outside of any scheduled mealtimes; and
- Meals must be nutritionally adequate in accordance with U.S. Department of Agriculture guidelines.

### **c. Surveillance and Safety**

- The Operator will coordinate 24-hour site surveillance and facilitate uniform and effective program entry and property searches, as appropriate.
- Prevent weapons, illegal drugs or alcohol from being brought in at all entrances by asking guests to remove and display possessions on a table for inspection. Items disallowed on-site will be stored, or disposed of, as appropriate.
- Respond and de-escalate crisis in an appropriate manner, providing emergency assistance to guests and co-workers as necessary and ensure timely conflict resolution to assist in problem solving and skill- building.
- Create an emergency evacuation plan.
- Staff must monitor video cameras 24 hours a day, seven days a week.
- Provide resource information for local domestic violence and sexual assault hotlines.
- Track and maintain records of any critical incidents that include any emergency response related to the site and the TAY guests. The operator will also make DCR staff aware of any critical incidents within 1 business day. These records are to be maintained in the guest's file maintained by the Operator.

### **d. On-Site Property Management**

The Operator will subcontract with a property management company or complete the following tasks with their own staff for the following items:

#### **1. Janitorial Services**

- Cleaning the facilities (office/community room, restrooms and shower facilities).
- Ordering and replacing cleaning and hygiene supplies (soap, toilet paper, etc.).
- Maintaining daily inspection and cleaning log for restroom and shower facilities.

#### **2. Grounds Operations**

- Daily monitoring and clean-up of the cabin program grounds, open areas and sidewalks around the program site.
- Regular pest extermination.

#### **3. Equipment Maintenance and Repair**

- Monthly log of cabin equipment repairs (lights, heaters/AC, outlets if applicable).
- Ensure the bicycle rack is always fully operational.
- Report power outages and other utility issues immediately.
- Inspection log of safety equipment (smoke and carbon monoxide detectors, battery replacement dates, fire extinguishers).
- Bi-annual inspections of cabins.
- Maintain equipment maintenance and repair log to include issue, date first reported, date resolved.

#### **4. Hygiene Services**

- Ensure regular waste disposal, including dark water.
- Ensure that maintenance requests are completed in a timely manner.
- Post 'out of order' signs when facilities are not working properly.

#### **5. Sanitation Services**

- Sub-contract with waste disposal company.

- Ensure an adequate number of trash receptacles (trash cans and dumpsters) are available on the property and regularly emptied.
- All necessary utilities (including water, sewer, electricity, waste disposal, etc.)

**e. Community Engagement**

- Coordinate with case managers and other service providers and TAY service providers to provide services on and off site.
- Attend community meetings and be available as a resource to DCR and neighborhood members.
- Promote appropriate peer support and community between TAY guests and staff.
- Provide opportunity for guest feedback and suggestions (spoken and written form.)
- Provide community resource information including support groups such as Alcoholics Anonymous, Narcotics Anonymous, Domestic Violence and other appropriate resources.

## **VII. CASE MANAGEMENT**

The Operator will provide case management (and/or connect) TAY to those needing services to address barriers to stable housing (i.e., behavioral health, mainstream benefits, medical care, employment, transportation, health and wellness). The Operator will partner with TAY service providers and local social service agencies to address these barriers while also working to find creative opportunities for guests to obtain stable housing.

The following case management services must be available to program participants receiving case management services. To ensure the consistent delivery of case management services, operators must incorporate written case management procedures and forms that include the following:

- Housing Conversation Tool (HCT) and Individualized Support Plans (ISP), assessments provided in HMIS, should be completed in HMIS for all clients within 1 week of intake. The ISP must contain specific, measurable, achievable, relevant, and time-bound goals for the client to progress towards housing. ISPs should include applications for any benefits (e.g. Supplemental Security Income, disability, Medical) the client may be eligible for, assessments for job development programs, educational assistant programs, and any other services that may assist a client to progress towards stable housing.
- Case Managers should review ISPs with clients weekly to ensure progress towards rehousing.
- Referral Procedures: Establish referral and follow-up procedures to confirm participants are connected to services to which they are referred. Documentation of referrals made, and referral confirmation must be maintained in participant files;
- Health and Wellness referrals: Ensure participants are linked to and assisted in accessing medical health, mental health, and any needed alcohol and other drug services;
- Education/Employment: Ensure participants are linked to and assisted in accessing information on completing their education, if necessary; and Employment Development/Placement Programs. Assess employment history and goals and assist participants with engaging in services that will prepare the individual to obtain employment.
- Life/Independent living Skills: Assist program participant with time management, meal preparation, maintaining cleanliness, personal hygiene, and effective communication. Assist with independent living skills such as budgeting, home maintenance, health care management, and self-advocacy. Educate participants on financial literacy, including managing debt and understanding credit, how to maintain a healthy credit score and how to save and invest for the future.

## **VIII. RE-HOUSING AND PROGRAM EXITS**

### **a. Re-Housing**

Re-housing TAY guests must be a priority for the Operator. After the guest is stabilized in housing, re-housing efforts must start immediately upon the arrival of the guests to the program and must be a daily focus for every individual and staff person.

Re-housing activities include but are not limited to:

- Finding landlords with units available for rent.
- Advocating to the landlord on behalf of the guest.
- Workshops for guests to be rent-ready (i.e., how to keep unit clean, etc.)
- Financial management workshops.
- Providing security deposits.
- Mediating between TAY guests who choose to live together.
- Assisting with housing search and placement services to find affordable rental options.
- Collaborating with programs such as the Department of Veterans Affairs (VA) and the U.S. Department of Housing and Urban Development (HUD) to provide rental assistance and case management services to homeless veterans.
- Connecting individuals with federal or state programs that help low-income individuals and families rent homes by providing a subsidy.

### **b. Program Exits**

The Operator will collaborate with DCR, and other partners, to develop a coordinated exit strategy for TAY guests to permanent and stable housing solutions. The Operator will implement these strategies as guests leave the program. The Operator will establish clear policies and procedures for exiting guests. Guests may be exited after three nights of unapproved absences. Extenuating circumstances will be considered on a case-by-case basis. The Operator may re-enroll guests that have exited the premises.

The Operator may exit guests when the following conditions are met:

- Guest successfully relocates into permanent housing and other types of housing.
- Guest relocates outside of Sacramento County.
- Guest reunifies with family with stable housing or secures housing on their own.
- Guest is deemed a risk to the safety of self, other guests, or the Operator's staff.
- Guest requires a higher level of care than can be provided on-site and is connected to appropriate resources.

Unless the guest is deemed to be at risk to others or him/herself, guests may not be exited due to active substance use or active health issues.

For other exits not listed here, the Operator will consult with DCR to get approval on a case by-case basis. Data must be entered into HMIS in real time prior to exit.

## **IX. ADMINISTRATION AND PROGRAM REPORTING**

The Operator and partners must attend monthly meetings with DCR staff.

Line item transfers between budget categories must be reviewed and approved in writing by DCR before any transfer can take place. Such transfers cannot result in the total budget exceeding the maximum total contract amount and cannot compromise the intent of the EBH program. In addition, any approval by DCR from one line item to another may require City Council and state (granting agency) approval.

If a budget revision is needed, the Operator must contact DCR to request an amendment prior to work being performed. Work and/or costs are not authorized until an amendment is fully executed and approved by the appropriate approving bodies.

### **a. Record Keeping**

Operator shall maintain client files in accordance with the requirements of the Homeless Housing, Assistance and Prevention (HHAP) State funding stream and the Homeless Management Information System (HMIS) operated by Sacramento Steps Forward (SSF). Operator's records must be made available upon request by the City. Upon entering the program, data on all clients must be entered in the HMIS, pursuant to the data standards required by SSF. City staff are required to follow SSF's HMIS policies and procedures. The City's subrecipients are also required to follow HMIS policies and procedures.

In order to comply with HHAP reporting requirements, the Operator is required to submit monthly reports to the City by the 10th of each month, using the City's designated report form. These reports shall include data on participant entrances, exits, case management status, services provided, as well as expenditure and program-level data associated with this contract.

All reports should be submitted in accordance with the City's established formats to ensure transparency and compliance with contractual obligations.

### **b. Expected Outcomes**

The Homeless Management Information System (HMIS) will be used for entering all information regarding EBH guest stays, guest demographics, guest income, exit destinations, etc. The transition goal for guests entering the EBH program will be approximately six months, knowing that it may take longer for them to obtain stable housing.

The Operator will continue to collaborate and participate in developing performance goals with the Department of Community Response (DCR), Sacramento Steps Forward (SSF), and other approved participating service providers (specializing in services for the TAY population), to increase the number of cabin guests exiting to permanent and stable housing.

The goals of the EBH program over the one-year period are as follows:

- Reduce the number of TAY experiencing unsheltered homelessness (373) by 35% (65 TAY over one year)
- Exit TAY guests from emergency to stable housing within an average of six months

- Exit at least 60% of TAY guests (baseline of 72 TAY in cabins over one year) to a non-homeless destination (permanent housing, transitional housing, rapid re-housing, reunification, treatment, etc.)
- Exit at least 50% of TAY guests (baseline of 72 TAY in cabins over one year) to permanent housing
- Improve income for TAY through employment and/or access to cash benefits
- Improve non-cash benefit utilization (such as health insurance) for TAY
- Average of no more than five percent vacancy rate per night
- Serve a minimum of 100 and up to 72 unique TAY guests annually

This initiative will be part of an ongoing evaluative process to review the status of the project, ensure the above outcomes are met, and to create efficiencies during the duration of the project.

#### **c. Invoicing**

The Operator shall submit a monthly invoice to the City of Sacramento, Department of Community Response by the fifteenth (15<sup>th</sup>) business day of the following month or sooner. Reimbursement requests must be on the service operator's letterhead and executed by an authorized staff person.

Backup documentation must be provided which supports each expense listed on the reimbursement form.

#### **d. Evaluation**

The City may conduct monthly monitoring of the shelter which may include, but is not limited to, evaluation of program operations, integrity of physical spaces, and engagement with shelter participants. Outside of this monitoring, the City, State, or the federal government may at any time evaluate this program, which may include site inspection, program fiscal management, and monitoring client files. The Operator shall be given opportunities to participate in the evaluation process.



## **Guiding Principles for Case Management**

Case management is a collaborative process of assessment, planning, facilitation, care coordination, evaluation and advocacy for options and services to meet individual needs. Case management and supportive services are designed to focus on housing needs and to help the guest become stably housed and access a stable income source.

The following guiding principles in the provision of case management services should be applied:

**Housing First:** an approach to ending homelessness that prioritizes providing permanent and stable housing to the literally homeless as quickly as possible. Once housed, providing services as needed to promote housing stability.

**Harm Reduction:** an approach aimed at reducing the risks and harmful effects associated with substance use and addictive behaviors for the person, and the community as a whole without requiring abstinence. A Harm Reduction approach is tailored to each person's stage of recovery.

**Trauma Informed Care:** an approach that understands and responds to the impact of trauma on the human being, while emphasizing physical, psychological and emotional safety for providers and survivors.

**Resident Centered:** an approach where the care, goals and interventions of a guest are based on their individually identified need for services.

**Culturally Sensitive:** an approach that honors, understands and respects the beliefs, lifestyles, and behaviors of diverse groups of people. There is knowledge of one's own cultural values and ability to live/function with members of other cultural groups.

**Mental health First Aid:** the help you give to someone developing a mental health problem, experiencing a worsening of a mental health problem or in a mental health crisis.

**Motivational Interviewing:** counseling approach designed to help people find the motivation to make a positive behavior change. This client-centered approach is particularly effective for people who have mixed feelings about changing their behavior.

## **Case Management and Other Services**

Additional service providers will be invited to partner with the Operator and DCR in order to more effectively support the transitional age youth (TAY) residents. The Operator staff must receive approval from DCR in advance of bringing any additional service providers on-site.

The Operator will ensure that the TAY guests (guests) are linked to Alcoholics Anonymous (AA), Narcotics Anonymous (NA) and other support groups that are specifically geared to assist TAY homeless individuals. Attendance at these support groups is optional.

The Operator and any other subcontracted service providers must provide services in the most efficient manner possible and to improve referrals to appropriate agencies/programs. Case management services must be available to each program participant. To ensure the consistent delivery of high-quality supportive services, case management services, will include but not be limited to the following:

- **Referral Procedures:** establish referral and follow up procedures to confirm participants connect to

services to which they are referred. Documentation of referrals made and confirmation of the referrals must be maintained in the guests' files.

- Warm handoffs: when referrals are made, the First Step Communities case worker will facilitate a "warm handoff" by communicating with staff from the referred agency to introduce the guest.
- Health and Wellness referrals: ensure guests are linked to and assisted in accessing medical health, mental health and any needed alcohol and other drug services to address barriers to housing.
- Other referrals: Support from TAY collaborators and other service providers related to behavioral health and youth related services will be needed on-site in addition to employment services.
- Mainstream benefits: establish procedures for screening guests at program entry and intake for eligibility to mainstream benefits. This includes coordinating the completion and submission of applications for public benefits and entitlements (for example SSI/SSDI), health insurance benefits and other sources of financial assistance.

**Attachment 2- Budget**  
**EMERGENCY BRIDGE HOUSING**

COMPONENT	AMOUNT
STAFFING	
Salaries	
.10 FTE Executive Director	\$12,000.00
.25 FTE Operations Manager 3 (COO)	\$26,250.00
.25 FTE Manager of Client Services 2	\$21,500.00
1.0 FTE Program Manager 2	\$82,000.00
2.0 FTE CSA Operations Supervisor	\$116,480.00
9.6 FTE Client Support Associate Shift Support	\$459,264.00
0.0 FTE Case Manager Supervisor	\$-
3.0 FTE Case Manager 1	\$168,560.00
1.0 FTE Facilities Maintenance Manager	\$58,240.00
0.0 FTE Housing Case Manager (RRH)	\$-
Overtime Cache	\$20,000.00
<b>Subtotal Salaries</b>	<b>\$964,294.00</b>
Benefits	\$241,073.00
<b>SUBTOTAL</b>	<b>\$1,205,367.00</b>
PROGRAM OPERATIONS	
Insurance	\$19,200.00
Consultants	\$9,000.00
Food & Food Supplies	\$186,150.00
Program Supplies	\$25,834.00
Facilities	\$78,856.00
Telephone/ Internet/ Communications	\$5,400.00
Transportation	\$9,060.00
Rapid Rehousing Fund	\$200,000.00
Security system	\$13,200.00
Subtotal Operations	\$ 546,700.00
<b>SUBTOTAL Staffing &amp; Operations</b>	<b>\$1,752,067.00</b>
<b>Indirect Costs (must not exceed 7%)</b>	<b>\$122,645.00</b>
<b>TOTAL</b>	<b>\$1,874,712.00</b>

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

**EXHIBIT A**

**AUTHORITY, PURPOSE AND SCOPE OF WORK**

**1) Authority**

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

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

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

**2) Purpose**

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

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

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


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

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

### 3) Definitions

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

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

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

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

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


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

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

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

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

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



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

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

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

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

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

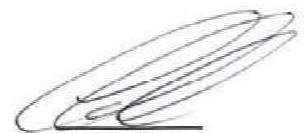
"Obligate" means that the Grantee has placed orders, awarded contracts, received services, or entered into similar transactions that require payment using HHAP-2 funding. Grantees, and the subrecipients who receive awards from those Grantees, must obligate the funds by the statutory deadlines set forth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

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

**4) Scope of Work**

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

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

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

5) **Agency Contract Coordinator**

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

The Representatives during the term of this Agreement will be:

  
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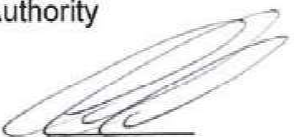


	PROGRAM	GRANTEE
ENTITY:	Business Consumer Services and Housing Agency	City of Sacramento
SECTION/UNIT:	Homeless Coordinating and Financing Council (HCFC)	Dept of Community Response, Homeless Services Division
ADDRESS:	915 Capitol Mall Suite 350-A Sacramento, CA, 95814	915 I Street, City Manager's Office Sacramento, CA 95814
CONTRACT MANAGER	Victor Duron	Chris Conlin
PHONE NUMBER:	(916) 510-9442	(916) 808-8526
EMAIL ADDRESS:	Victor.Duron@bcsh.ca.gov	cconlin@cityofsacramento.org

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

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

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

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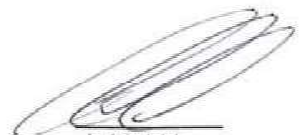
Cities or Continuums of Care that, after May 31, 2023, have contractually obligated less than 50 percent of program allocations must submit and have approved by the Council an alternative disbursement plan as required under (Health & Safety Code, § 50220.5, subdivision (k)(2)).

c) Full Expenditure of HHAP-2 Grant Funds

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

7) **Special Conditions**

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



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

**EXHIBIT B**

**BUDGET DETAIL and DISBURSEMENT PROVISIONS**

**1) Budget Detail & Changes**

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

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

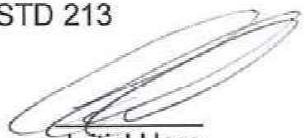
**a) Budget Changes**

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

**2) General Conditions Prior to Disbursement**

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

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

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

**3) Disbursement of Funds**

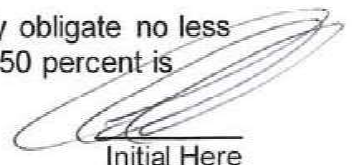
HHAP-2 funds will be disbursed to the Grantee upon receipt, review and approval of the completed Standard Agreement and RFF by Agency, the Department of General Services (DGS) and the State Controller's Office (SCO).

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

**4) Expenditure of Funds**

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

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

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

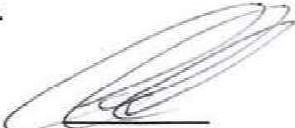
- i) On or before June 30, 2023, the Grantee submits an alternative disbursement plan to HCFC that includes an explanation for the delay and a plan to fully expend these funds by December 31, 2023.
  - ii) HCFC approves the alternative disbursement plan or provides the Grantee with guidance on the revisions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

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

- g) HHAP-2 funds shall be expended by June 30, 2026
- h) In accordance with Health and Safety Code section 50220.5, subdivision (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.
- i) Any funds not expended by June 30, 2026 shall revert to the General Fund.

#### 5) Ineligible Costs

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

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

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

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

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

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



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

**EXHIBIT C**

**GENERAL TERMS AND CONDITIONS**

**1) Termination and Sufficiency of Funds**

**a) Termination of Agreement**

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

**b) Sufficiency of Funds**

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

**2) Transfers**

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

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

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

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

**4) Reporting/Audits**

**a) Annual Reports**

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

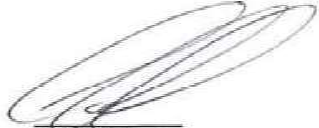
**b) Expenditure Reports**

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

**c) Reporting Requirements**

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

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

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

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

**5) Inspection and Retention of Records**

**a) Record Inspection**

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

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

**b) Record Retention**


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

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

**6) Breach and Remedies**

**a) Breach of Agreement**

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

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

**b) Remedies for Breach of Agreement**

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

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

**7) Waivers**

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

**8) Nondiscrimination**

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

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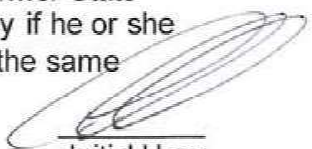
(over 40), genetic information, marital status, military and veteran status, and denial of medical and family care leave or pregnancy disability leave. Grantees and Sub grantees shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination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

**9) Conflict of Interest**

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

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

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

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


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

#### **10) Drug-Free Workplace Certification**

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

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

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

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

**11) Child Support Compliance Act**

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


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

**12) Special Conditions – Grantees/Subgrantee**

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

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

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

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

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

**14) Inspections**

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

**15) Litigation**

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

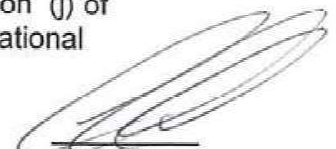
  
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**Homeless Housing, Assistance, and Prevention Program Round 2 (HHAP-2)  
Standard Agreement**

**EXHIBIT D**

**SPECIAL TERMS AND CONDITIONS**

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

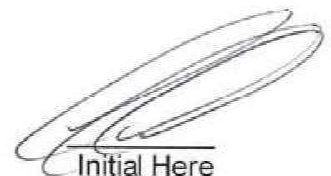


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necessity, amend or modify required data elements, disclosure formats, or disclosure frequency.

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



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

**Standard Agreement**

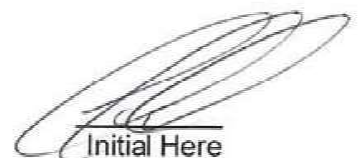
**EXHIBIT E**

**STATE OF CALIFORNIA GENERAL TERMS AND CONDITIONS**

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

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

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

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

**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.



The Representatives during the term of this Agreement will be:

	PROGRAM	GRANTEE
ENTITY:	Business Consumer Services and Housing Agency	City of Sacramento
SECTION/UNIT:	Homeless Coordinating and Financing Council (HCFC)	
ADDRESS:	915 Capitol Mall Suite 350-A Sacramento, CA, 95814	915 I Street, Sacramento, CA 95814
CONTRACT COORDINATOR	Victor Duron	Danielle Foster
PHONE NUMBER:	(916) 510-9442	(916) 808-1869
EMAIL ADDRESS:	Victor.Duron@bcsh.ca.gov	dfoster@cityofsacramento.org

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](mailto: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.

**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

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 jurisdiction<sup>1</sup>.

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: City of Sacramento ☐ County: \_\_\_\_\_

☐ Continuum of Care: \_\_\_\_\_ CoC Number: \_\_\_\_\_

Administrative Entity: City of Sacramento

Contact Person: Danielle Foster

Title: Housing Policy Manager

Contact Phone Number: (916) 808-1869

Contact Email Address: dfoster@cityofsacramento.ca.gov

##### Individual or Joint Application Designation:

☒ City of Sacramento will submit **an individual** application for HHAP-3 funding

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

<sup>1</sup> 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:

  
ccc \_\_\_\_\_ 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).

  
ccc \_\_\_\_\_ 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.

  
ccc \_\_\_\_\_ 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.

  
ccc \_\_\_\_\_ 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).

  
ccc \_\_\_\_\_ 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).

  
ccc \_\_\_\_\_ 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 agendaized at a regular meeting of the governing body, including receiving public comment, before being submitted to the council, per HSC § 50220.7(b)(2).

  
ccc \_\_\_\_\_ 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**

City of Sacramento

**Administrative Entity/Contracting Agency Business Address**

915 I Street, Sacramento, CA 95814

**Contract Manager Name**

Danielle Foster

**Contract Manager Email Address**

dfoster@cityofsacramento.org

**Contract Manager Phone Number**

(916) 808-1869

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

Attn: Danielle Foster- Office of Innovation & Economic Development  
915 I Street, 4th Floor, Sacramento, CA 95814

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](mailto: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.**

Chris Conlin, Assistant City Manager

**Name and Title of Authorized Representative**

Christopher C. Conlin (Oct 12, 2021 16:33 PDT)

Oct 12, 2021

**Signature of Authorized Representative****Date**

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

23-HHAP-10012

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

City of Sacramento

2. The term of this Agreement is:

START DATE

Upon BCSH approval

THROUGH END DATE

12/31/2027

3. The maximum amount of this Agreement is:

\$24,791,417.00 (Twenty Four Million Seven Hundred Ninety One Thousand Four Hundred Seventeen Dollars and No Cents)

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

Exhibits	Title	Pages
Exhibit A	Authority, Purpose and Scope of Work	8
Exhibit B	Budget Detail and Disbursement Provisions	3
Exhibit C	General Terms and Conditions	10
+ - Exhibit D	Special Terms and Conditions	2
+ - Exhibit E	State of California General Terms and Conditions	1

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

These documents can be viewed at <https://www.dgs.ca.gov/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.)

City of Sacramento

CONTRACTOR BUSINESS ADDRESS

915 I Street

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Michael A. Jasso

TITLE

Assistant City Manager

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

May 31, 2023

[Michael A. Jasso \(May 31, 2023 08:24 PDT\)](#)

**SCO ID:**

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

23-HHAP-10012

PURCHASING AUTHORITY NUMBER (If Applicable)

010725

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

Business, Consumer Services and Housing Agency

CONTRACTING AGENCY ADDRESS

500 Capitol Mall, Suite 1850

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 4 (HHAP-4)  
Standard Agreement  
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 4 (“HHAP-4” or “Program”) pursuant to Chapter 6 (commencing with Health and Safety Code (HSC) 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 Interagency Council on Homelessness (“Cal ICH”) in the Business, Consumer Services and Housing Agency (“Agency”). HHAP-4 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 Cal ICH grant funding and support local jurisdictions in their unified regional responses to reduce and end homelessness.

This Standard Agreement/Contract for Funds along with all its exhibits (“Agreement”) is entered into by Cal ICH 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, and the requirements appearing in the statutory authority for the Program cited above.

**2) Purpose**

The general purpose of the Program is to (1) reduce homelessness by expanding or developing local capacity to address immediate homelessness challenges informed by a best-practices framework focused on moving homeless individuals and families into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing; and (2) continue to build on regional coordination developed through previous rounds of HHAP funding (Chapter 6 (commencing with HSC section 50216)).

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](#) to assist in using funding strategically for their planning efforts in the delivery of services to people experiencing homelessness in the community.
- 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.

### 3) **Definitions**

**The following HHAP-4 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, county, or tribe.
- 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 California Interagency Council on Homelessness, formerly known as 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 most recent point-in-time count that requires a sheltered and unsheltered count pursuant to Section 578.3 of Title 24 of the Code of Federal Regulations completed by all applicants.

**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 Cal ICH 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-4 program:**

“Obligate” means that the Grantee has placed orders, awarded contracts, received services, or entered into similar transactions that require payment using HHAP-4 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-4 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 section 50218.7, subdivision (e), and section 50220.8, subdivisions (e), (f), and (g), and any other applicable laws.

The Grantee shall expend funds on 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) Interim sheltering, limited to newly developed clinically enhanced congregate shelters, new or existing noncongregate shelters, and operations of existing navigation centers and 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-4 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 eligible uses described above, the Grantee's expenditure of its entire HHAP-4 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) Cal ICH Contract Coordinator**

The Cal ICH'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 Cal ICH 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.

The Representatives during the term of this Agreement will be:

	PROGRAM	GRANTEE
ENTITY:	Business Consumer Services and Housing Agency	City of Sacramento
SECTION/UNIT:	California Interagency Council on Homelessness (Cal ICH)	
ADDRESS:	500 Capitol Mall Suite 1850 Sacramento, CA, 95814	915 I Street Sacramento, CA 95814
CONTRACT COORDINATOR	Jeannie McKendry	Denise Malvetti
PHONE NUMBER:	(916) 510-9446	(916) 808-7064
EMAIL ADDRESS:	Jeannie.McKendry@bcsh.ca.gov	dmalvetti@cityofsacramento.org

All requests to update the Grantee information listed within this Agreement shall be emailed to the Cal ICH Grants Division general email box at calichgrants@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 Cal ICH (indicated by the signature provided by Cal ICH in the lower left section of page one, Standard Agreement, STD. 213), when signed by all parties. Funds will be disbursed in accordance with Section 3 of Exhibit B.
- b) This Agreement shall terminate on December 31, 2027.
- c) A grantee shall contractually obligate no less than 75 percent and shall expend no less than 50 percent of their initial (50 percent) HHAP-4 disbursement by May 31, 2025. Upon demonstration by a grantee that it has complied with this requirement and remains on track to meet its outcome goals, as determined by the council pursuant to Health and Safety Code section 50223, the council shall disburse to that recipient the remaining 50 percent of its total HHAP-4 allocation pursuant to Health and Safety Code section 50218.7(a).
  - i) Grantee will demonstrate compliance with these requirements by completing the certification documentation in the form and manner provided by the council.
- d) If a grantee has obligated less than 75 percent or expended less than 50 percent of their initial (50 percent) HHAP-4 disbursement by May 31, 2025, the grantee shall not contractually obligate or expend any remaining portion of its round 4 initial program allocation, and the council shall not allocate to the recipient the remaining 50 percent of its total allocation, unless both of the following occur:
  - i) On or before June 30, 2025, the grantee submits an alternative disbursement plan to Cal ICH that includes an explanation for the delay.
  - ii) Cal ICH approves the alternative disbursement plan.

If Cal ICH cannot approve an alternative disbursement plan, Cal ICH will provide the grantee with guidance on the revisions needed in order to approve the alternative disbursement plan.

If the funds identified in the approved alternative disbursement plan are not fully expended by December 31, 2026, the funds shall be returned to the Cal ICH to be allocated as bonus awards.

- e) Grantees that do not meet the final expenditure deadlines in Health and Safety Code section 50220.8(k) shall not be eligible for bonus funding.

- f) All HHAP-4 funds shall be expended by June 30, 2027.
- g) In accordance with Health and Safety Code section 50220.8, subdivision (k), Cal ICH 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.
- h) Any funds not expended by June 30, 2027, including bonus funds, shall revert to and be paid and deposited in, the General Fund pursuant to Health and Safety Code section 50220.8(p).
- i) The council may request additional information from applicants, as needed, to meet other applicable reporting or audit requirements.
- j) **Bonus Funds:** Health and Safety Code section 50220.8 mandates the following, regarding a recipient's eligibility for Bonus Funding:
  - i) Recipients that do not meet the obligation requirements laid out in Health and Safety Code section 50220.8(k) shall not be eligible for bonus funding;
  - ii) Recipients shall demonstrate no later than June 30, 2025, whether they have successfully met their outcome goals; and
  - iii) Jurisdictions that have not met their outcome goals shall not be eligible for bonus funding and shall accept technical assistance from council staff. In addition, jurisdictions that have not met their outcome goals may also be required to limit allowable uses of program funds, as determined by the Council.
  - iv) If recipient receives bonus funding, the bonus funds will be distributed as an amendment to this contract. No additional contract will be executed.

## 7) **Special Conditions**

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



**Homeless Housing, Assistance, and Prevention Program Round 4 (HHAP-4)  
Standard Agreement**

**EXHIBIT B**

**BUDGET DETAIL and DISBURSEMENT PROVISIONS**

**1) Budget Detail & Changes**

The Grantee agrees that HHAP-4 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 the HHAP-4 funds on eligible activities as detailed in Health and Safety Code section 50218.7(e) and section 50220.8, subdivisions (e), and (f).

**2) General Conditions Prior to Disbursement**

All Grantees must submit the following forms prior to HHAP-4 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**

**Initial Disbursement**

Fifty percent of a grantee's HHAP-4 funds will be disbursed to the Grantee upon receipt, review and approval of the completed Standard Agreement and RFF by Cal ICH, 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. The Initial disbursement of HHAP-4 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.

### **Remainder Disbursement**

- a) Cal ICH will disburse the remaining fifty percent of HHAP-4 funds upon demonstration by a Grantee that it has complied with the requirement to contractually obligate and expend a minimum amount of its round 4 program allocation, as described below, and remains on track to meet its outcome goals, as determined by the council pursuant to Section 50223.
  - i) A grantee shall contractually obligate no less than 75 percent and shall expend no less than 50 percent of their initial (50 percent) HHAP-4 disbursement by May 31, 2025. Upon demonstration by a grantee that it has complied with this requirement and remains on track to meet its outcome goals, as determined by the council pursuant to Health and Safety Code section 50223, the council shall disburse to that recipient the remaining 50 percent of its total HHAP-4 allocation pursuant to Health and Safety Code section 50218.7(a).
  - b) If a grantee has obligated less than 75 percent or expended less than 50 percent of their initial disbursement by May 31, 2025, the grantee shall not contractually obligate or expend any remaining portion of its round 4 initial program allocation, and the council shall not allocate to the recipient the remaining 50 percent of its total allocation, unless both of the following occur:
    - i) On or before June 30, 2025, the grantee submits an alternative disbursement plan to Cal ICH that includes an explanation for the delay.
    - ii) Cal ICH approves the alternative disbursement plan. If Cal ICH cannot approve an alternative disbursement plan, Cal ICH will provide the grantee with guidance on the revisions needed in order to approve the alternative disbursement plan.
- 4) If a Grantee is not on track to meet outcome goals, grantee must agree to receive TA from Cal ICH to get back on track with the outcome goals before the Council allocates the remaining 50 percent of a recipient's allocation.

### **Bonus Funds Disbursement**

If a Grantee qualifies for Bonus Funds pursuant to the requirements laid out in Health and Safety Code section 50220.7, Cal ICH will determine the amount of Bonus Funds the Grantee is eligible for and will disburse these Bonus Funds to the Grantee upon receipt, review and approval of the completed Amended Standard Agreement and RFF by Cal ICH, 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. The Bonus Funds disbursement of



HHAP-4 funds will be allocated in one disbursement 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.

**5) Expenditure of Funds**

All HHAP-4 funds must be spent in accordance with Health and Safety Code section 50218.7(e) and section 50220.8, subdivisions (e), and (f), and as described in Exhibit A, Section 4 "Scope of Work".

**6) Ineligible Costs**

- a) HHAP-4 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 50220.8, subdivisions (e), (f), and (g).
- b) Cal ICH reserves the right to request additional clarifying information to determine the reasonableness and eligibility of all uses of the funds made available by this Agreement. If the Grantee or its funded subrecipients use HHAP-4 funds to pay for ineligible activities, the Grantee shall be required to reimburse these funds to Cal ICH.
- c) An expenditure which is not authorized by this Agreement, or by written approval of the Grant Manager or his/her designee, or which cannot be adequately documented, shall be disallowed and must be reimbursed to Cal ICH by the Grantee.

Cal ICH, at its sole and absolute discretion, shall make the final determination regarding the allowability of HHAP-4 fund expenditures.

- d) Program funds shall not be used to supplant existing local funds for homeless housing, assistance, or prevention. HHAP funds cannot replace local funds that are committed to an existing or developing homeless assistance program. However, if funds previously supporting a service or project end or are reduced for reasons beyond the control of the grantee and services or housing capacity will be lost as a result of these funds ending, HHAP funds may be used to maintain the service or program. Examples include, but are not limited to, a time-limited city and/or county tax or one-time block grant, such as HEAP.

**Homeless Housing, Assistance, and Prevention Program Round 4 (HHAP-4)  
Standard Agreement**

**EXHIBIT C**

**GENERAL TERMS AND CONDITIONS**

**1) Termination and Sufficiency of Funds**

**a) Termination of Agreement**

Cal ICH 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 Cal ICH's expenditure authority. Upon termination of this Agreement, unless otherwise approved in writing by Cal ICH, any unexpended funds received by the Grantee shall be returned to Cal ICH within 30 days of Cal ICH's notice of termination.

**b) Sufficiency of Funds**

This Agreement is valid and enforceable only if sufficient funds are made available to Cal ICH 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 Cal ICH and a formal amendment to this Agreement to affect such subcontract or novation.

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

Grantee has submitted to Cal ICH an application for HHAP-4 funds to support regional coordination and expand or develop local capacity to address its immediate homelessness challenges. Cal ICH is entering into this Agreement on the basis of Grantee's facts, information, assertions and representations contained in that application. Any subsequent modifications to the original funding plans submitted within the original application must be requested through the formal HHAP Budget Modification Request Process and are subject to approval by Cal ICH.



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

#### **4) Reporting/Audits**

##### **a) Annual Reports**

By January 1, 2024, and annually on that date thereafter until all funds have been expended, the Grantee shall submit an annual report to Cal ICH in a format provided by Cal ICH. Annual Reports will include a request for data on expenditures and people served with HHAP-4 funding, details on specific projects selected for the use of HHAP-4 funding, and data regarding the progress towards outcome goals. If the Grantee fails to provide such documentation, Cal ICH may recapture any portion of the amount authorized by this Agreement with a 14-day written notification. No later than October 1, 2027, the Grantee shall submit a final report, in a format provided by Cal ICH, as well as a detailed explanation of all uses of the Program funds.

##### **b) Quarterly Expenditure Reports**

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

##### **c) Reporting Requirements**

i) Annual Report: The annual report shall contain detailed information in accordance with Health and Safety Code section 50223, subdivision (a). This information includes the following, as well as any additional information deemed appropriate or necessary by Cal ICH:

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

- (2)** The performance monitoring and accountability framework shall include clear metrics, which may include, but are not limited to, the following:
- (a)** The number of individual exits to permanent housing, as defined by the United States Department of Housing and Urban Development, from unsheltered environments and interim housing resulting from this funding.
  - (b)** Racial equity, as defined by the council in consultation with representatives of state and local agencies, service providers, the Legislature, and other stakeholders.
  - (c)** Any other metrics deemed appropriate by the council and developed in coordination with representatives of state and local agencies, advocates, service providers, and the Legislature.
- (3)** Data collection and reporting requirements shall support the efficient and effective administration of the program and enable the monitoring of jurisdiction performance and program outcomes.
- Data shall include progress towards meeting the grantee's outcome goals. If significant progress toward outcome goals has not been made, the applicant shall:
- (a)** Submit a description of barriers and possible solutions to meet those barriers
  - (b)** Accept technical assistance from Cal ICH
  - (c)** Include the progress towards outcome goals in all subsequent quarterly reports, until significant progress is made as deemed by Cal ICH
- ii)** Expenditure Report: The expenditure report shall contain data on expenditures of HHAP-4 funding including but not limited to obligated funds, expended funds, and other funds derived from HHAP-4 funding.
- iii)** Final Expenditure Plan: During the final fiscal year of reporting, grantees may be required to include a plan to fully expend HHAP-4 grant funding. This plan must be submitted with the quarterly expenditure report in a format to be provided by Cal ICH.



- iv) Grantees or their subcontractors must report client data into their local Homeless Management Information Systems (HMIS) pursuant to the requirements of Assembly Bill (AB) 977 (Chapter 397, Statutes of 2021)
- v) Cal ICH may require additional supplemental reporting with written notice to the Grantee.
- vi) Grantee may, at their discretion, fully expend their HHAP-4 allocation prior to the end date of the grant term and will not be required to submit quarterly fiscal reports after the quarter in which their allocation was fully expended.

**d) Auditing**

Cal ICH reserves the right to perform or cause to be performed a financial audit. At Cal ICH request, the Grantee shall provide, at its own expense, a financial audit prepared by a certified public accountant. HHAP-4 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 Cal ICH of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by Cal ICH 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 Cal ICH for each audit finding within 90 days from the date of the audit finding report.

**5) Inspection and Retention of Records**

**a) Record Inspection**

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

Prevention Program laws, the HHAP-4 program guidance document published on the website, and this Agreement.

In accordance with Health and Safety Code section 50220.8, subdivision (m), if upon inspection of records Cal ICH identifies noncompliance with grant requirements, Cal ICH 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.

**c) Public Records Act**

The grantees' final HHAP-4 application, this contract, and other documents related to the grant are considered public records, which are available for public viewing pursuant to the California Public Records Act.

**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-4 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 Cal ICH in law or equity for breach of this Agreement, Cal ICH may:

- i) Bar the Grantee from applying for future HHAP funds;
- ii) Revoke any other existing HHAP-4 award(s) to the Grantee;
- iii) Require the return of any unexpended HHAP-4 funds disbursed under this Agreement;



- iv) Require repayment of HHAP-4 funds disbursed and expended under this Agreement;
  - v) Require the immediate return to Cal ICH of all funds derived from the use of HHAP-4 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-4 requirements.
- c) All remedies available to Cal ICH are cumulative and not exclusive.
- d) Cal ICH 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 Cal ICH 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 Cal ICH 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, section 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 Cal ICH prior to disbursement of funds. The Grantee shall ensure that all Subgrantees are made aware of and agree to comply with all the conditions of this Agreement and the applicable State requirements governing the use of HHAP-4 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-4 program, the Grantee, its subrecipients, and all eligible activities.



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

#### **14) Inspections**

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

#### **15) Litigation**

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

**Homeless Housing, Assistance, and Prevention Program Round 4 (HHAP-4)  
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-4 funds, along with any interest-bearing accounts opened by subrecipients to the Grantee for the deposit of HHAP-4 funds, must be used for HHAP-4-eligible activities and reported on as required by Cal ICH.
- 2) Per Health and Safety Code section 50220.8 (g), any housing-related activities funded with HHAP-4 funds, including but not limited to emergency shelter (per Health and Safety Code section 50220.8(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-4 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-4-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-4 funding (e.g., by creating appropriate HHAP-4-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 and Welfare and Institutions Code section 8256. 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 Cal ICH or by a contracted technical assistance provider acting on behalf of Cal ICH and report to Cal ICH on programmatic changes the grantee will make as a result of the technical assistance and in support of their grant goals.
- 6) Grantee agrees to demonstrate a commitment to racial equity and, per Health and Safety Code section 50222 (a)(2)(B), the grantee shall use data provided through HDIS to analyze racial disproportionality in homeless populations and, in partnership with Cal ICH, 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 4 (HHAP-4)**

**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.



SACRAMENTO  
Office of the City Clerk

# CONTRACT ROUTING SHEET

**Contract Cover/Routing Form: Must Accompany ALL Contracts; however, it is NOT part of the contract.**

## General Information (Required)

Original Contract # (supplements only): \_\_\_\_\_ Supplement/Addendum #: \_\_\_\_\_  
 Assessor's Parcel Number(s): \_\_\_\_\_  
 Contract Effective Date: 12/17/2024 Contract Expiration Date (if applicable): 06/30/2029  
 \$ Amount (Not to Exceed): \$ 27,053,240.85 Adjusted \$ Amount (+/-): \_\_\_\_\_  
 Other Party: State of California Department of Housing Community Development  
 Project Title: Homeless, Housing, Assistance, and Prevention Program Round 5 (HHAP-5)  
 Project #: G02000990 Bid/RFQ/RFP #: \_\_\_\_\_  
 City Council Approval: YES if YES, Council File ID#: 2024-01693

## Contract Processing Contacts

Department: Economic Development Project Manager: Ya-yin Isle  
 Contract Coordinator: Axel Magallanes Email: amagallanes@cityofsacramento.org

## Department Review and Routing

### Accounting:

(Signature) Crystal Harland (Date) \_\_\_\_\_  
Crystal Harland (Dec 27, 2024 09:43 PST)

### Supervisor:

(Signature) \_\_\_\_\_ (Date) \_\_\_\_\_

### Division Manager:

(Signature) \_\_\_\_\_ (Date) \_\_\_\_\_

### Other:

(Signature) AM (Date) \_\_\_\_\_  
Axel Magallanes (Dec 19, 2024 10:29 PST)

Special Instruction/Comments (i.e. recording requested, other agency signatures required, etc.)

☐

**Recording Requested**

☐

**Other Party Signature Required**

-----FOR CLERK & IT DEPARTMENTS ONLY – DO NOT WRITE BELOW THIS LINE-----



**2025-0004**

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
24-HHAP-10019	

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

CONTRACTING AGENCY NAME  
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CONTRACTOR NAME  
City of Sacramento

2. The term of this Agreement is:  
START DATE  
Upon HCD approval

THROUGH END DATE  
June 30, 2029

3. The maximum amount of this Agreement is:  
\$27,053,240.85(Twenty Seven Million Fifty Three Thousand Two Hundred Forty Dollars and Eighty Five 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	13
Exhibit B	Budget Detail and Disbursement Provisions	4
Exhibit C *	State of California General Terms and Conditions	GTC 04/2017
+ - Exhibit D	HHAP GENERAL TERMS AND CONDITIONS	11
+ - Exhibit E	Special Terms and Conditions	3
+ - TOTAL NUMBER OF PAGES ATTACHED		31

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**

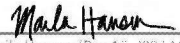
CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)  
City of Sacramento

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
915 I Street	Sacramento	CA	95814

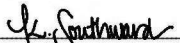
PRINTED NAME OF PERSON SIGNING	TITLE
Michael Jasso	Assistant City Manager

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
 Michael Jasso (Dec. 17, 2024 11:23 PST)	Dec 17, 2024

APPROVED AS TO FORM:

  
Maria Hansen (Dec. 16, 2024 11:29 PST)

ATTEST:

  
Kame Southward (Jan 2, 2025 10:17 PST)

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

24-HHAP-10019

PURCHASING AUTHORITY NUMBER (If Applicable)

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

Department of Housing and Community Development

CONTRACTING AGENCY ADDRESS

651 Bannon Street, Suite 400

CITY

Sacramento

STATE

CA

ZIP

95811

PRINTED NAME OF PERSON SIGNING

Diana Malimon

TITLE

Contract Services Section Manager

CONTRACTING AGENCY AUTHORIZED SIGNATURE

*Diana Malimon*

DATE SIGNED

12/18/2024

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Exempt per; SCM Vol. 1 4.04.A.3 (DGS memo, dated 06/12/1981)

**EXHIBIT A**

**AUTHORITY, PURPOSE, AND SCOPE OF WORK**

**1. Authority**

This Standard Agreement (“Agreement”) is an agreement regarding Homeless Housing, Assistance, and Prevention Program Round 5 (HHAP-5 or Program) funds.

- A. The State of California established HHAP-5 pursuant to the provisions in Chapter 6.5 (commencing with Health and Safety Code (HSC) section 50230) of Part 1 of Division 31 of the HSC. (Amended by Stats. 2023, Ch. 40, Sec. 17 (AB 129) effective July 10, 2023).
- B. The Program is administered by the California Department of Housing and Community Development (HCD) in the Business, Consumer Services and Housing Agency (Agency). HHAP-5 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 HCD grant funding and support local jurisdictions in their unified regional responses to reduce and end homelessness.
- C. This Standard Agreement/Contract for Funds along with all its exhibits (Agreement) is entered into by HCD and a Continuum of Care, a city, or a county (Grantee) under the authority of, and in furtherance of the purpose of, the Program. In signing this Agreement and thereby accepting this award of funds, the Grantee agrees to comply with the terms and conditions of this Agreement, the Notice of Funding Availability (NOFA) dated September 29, 2023, under which the Grantee applied, HCD guidance and directives and the requirements appearing in the statutory authority for the Program cited above.

**2. Purpose**

HHAP-5 is established for the purpose of organizing and deploying the full array of homelessness programs and resources comprehensively and effectively, and to sustain existing federal, state, and local investments towards long-term sustainability of permanent housing and supportive services. The general purpose of the Program is to (1) reduce homelessness by expanding or developing local capacity to address immediate homelessness challenges informed by a best-practices framework focused on moving homeless individuals and families into permanent housing and supporting the efforts of those

Program Name: Homeless Housing, Assistance, and Prevention Program  
Round 5 “HHAP-5”  
NOFA Date: September 29, 2023  
Approved Date: August 8, 2024  
Prep Date: November 1, 2024



**EXHIBIT A**

individuals and families to maintain their permanent housing; and (2) continue to build on regional coordination developed through previous rounds of HHAP funding (See HSC section 50230 et seq.).

HHAP funding shall:

- A. Be available to applicants for the purpose of reimbursement for planning and preparing the Regionally Coordinated Homelessness Action Plans required for the HHAP-5 application.
- B. 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 by fostering robust regional collaboration and strategic partnerships aimed at fortifying the homeless services and housing delivery system. This should be achieved through the formulation of data-driven and cross-system plans designed to allocate resources in alignment with the state's priorities for homeless housing solutions. This means implementing strategies that create and sustain regional partnerships and prioritize permanent housing solutions.
- C. Ensure the long-term sustainability of housing and supportive services, by strategically pairing these funds with other local, state, and federal resources to effectively reduce and ultimately end homelessness. Grantees are encouraged to follow the guidance provided in "Putting the Funding Pieces Together: Guide to Strategic Uses of New and Recent State and Federal Funds to Prevent and End Homelessness".
- D. Demonstrate sufficient resources dedicated to long-term permanent housing solutions, including capital and operating costs.
- E. Demonstrate a commitment to address racial disproportionality in homeless populations and achieve equitable 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.
- F. Establish a mechanism for people with lived experience of homelessness to have meaningful and purposeful opportunities to inform and shape all

## EXHIBIT A

levels of planning and implementation, including through opportunities to hire people with lived experience.

- G. Fund projects that provide housing and services that are Housing First compliant, per HSC section 50234(f), and delivered in a low barrier, trauma informed, and culturally responsive manner. Individuals and families assisted with these funds must not be required to receive treatment or perform any other prerequisite activities as a condition for receiving interim or permanent housing, or other services for which these funds are used.
- H. 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.

### 3. **Definitions**

The following HHAP-5 program terms are defined in accordance with HSC section 50230, subdivisions (A) – (X):

- A. “Agency” means the Business, Consumer Services, and Housing Agency.
- B. “Applicant” means a Continuum of Care, city, county, or a region for purposes of the Regionally Coordinated Homelessness Action Plan requirements pursuant to this chapter.
- 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

**EXHIBIT A**

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. “Regionally Coordinated Homelessness Action Plan” means the regionally coordinated homelessness action plan described in Section 50233.
- G. “Council” means the associated staff within the Interagency Council on Homelessness, formerly known as the Homeless Coordinating and Financing Council created pursuant to Section 8257 of the Welfare and Institutions Code.
- H. “Department” means the Department of Housing and Community Development.
- I. “Emergency shelter” has the same meaning as defined in subdivision (e) of Section 50801.
- J. “Grantee” means an eligible applicant that has received its initial Round 5 base allocation or total Round 5 base allocation, as applicable.
- K. “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.
- L. “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.
- M. “Homeless point-in-time count” means the most recently available point-in-time count data as reflected in the Annual Homeless Assessment Report released by the United States Department of Housing and Urban Development.

**EXHIBIT A**

- N. “Homeless youth” means an unaccompanied youth between 12 and 24 years of age who is experiencing homelessness, as defined in Section 725(2) 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.
- O. “Housing First” has the same meaning as in Section 8255 of the Welfare and Institutions Code, including all of the core components listed therein.
- P. “Jurisdiction” means a city, county, Continuum of Care, or tribe, as defined in this section.
- Q. “Memorandum of Understanding” has the same meaning as defined in subdivision (f) of Section 50233.
- R. “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.
- S. “Program” means Round 5 of the Homeless Housing, Assistance, and Prevention program, or Round 5, established pursuant to this chapter.
- T. 1) “Base program allocation” means the portion of program funds available to expand or develop local capacity to address immediate homelessness challenges pursuant to the allowable uses specified in Section 50236.
- 2) “Homekey supplemental allocation” means the portion of program funds available to eligible jurisdictions as supplementary Homekey resources, as defined in Section 50237.
- U. “Recipient” means a jurisdiction that receives funds from HCD for the purposes of the program.
- V. 1) Except as set forth in paragraph 2) below, “region” means the geographic area served by a county, including all cities and Continuum of Care within it. A region that has a Continuum of Care that serves multiple counties may submit a plan that covers multiple



**EXHIBIT A**

counties and the cities within them, or the Continuum of Care may participate in the Regionally Coordinated Homelessness Action Plan of each individual county that is part of the Continuum of Care along with the cities within the county.

- 2) All Continuums of Care within the County of Los Angeles shall be considered part of a single region, along with the county and big cities within the county.
- W. “Small jurisdiction” means a city that is under 300,000 in population as of January 1, 2022, according to data published on the internet website of the Department of Finance.
- X. “Tribe” or “tribal applicant” means a federally recognized tribal government pursuant to Section 4103 of Title 25 of the United States Code that is located in California.

**Additional definitions for the purposes of the HHAP-5 program:**

**Allocations:**

“Initial HHAP-5 Base Allocation”: fifty percent (50%) of the eligible city, county, or Continuum of Care’s HHAP-5 allocation.

“HHAP-5 Planning Allocation”: one hundred percent (100%) of the eligible city, county, or Continuum of Care’s HHAP Round 5 planning allocation.

“Initial Supplemental Funding Allocation”: one hundred percent (100%) of the eligible city, county, or Continuum of Care’s share of the one hundred (\$100) million Supplemental Allocation.

“Remainder Disbursement”: the remaining fifty percent (50%) of the eligible city, county, or Continuum of Care’s HHAP- 5 base allocation.

“Obligate”: means that the Grantee has placed orders, awarded contracts, received services, or entered into similar transactions that require payment using HHAP-5 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.

**EXHIBIT A**

“Expended”: means all HHAP-5 funds obligated under contract or subcontract have been fully paid and receipted, and no invoices remain outstanding.

4. **Scope of Work**

- A. The Scope of Work (“Work”) for this Agreement shall include uses that are consistent with HSC section 50234, subdivision (a) (1), and section 50236, and any other applicable laws.
- B. HHAP-5 Planning Allocation funds are for the purpose of planning for and preparing the Regionally Coordinated Homelessness Action Plan required as part of the HHAP-5 regional application. Any Planning Allocation funds that are not spent on the preparation of the HHAP-5 application must be expended consistent with the purpose and requirements of the HHAP-5 program, as described below.
- C. Provided that before proposing to use HHAP-5 resources to fund new interim housing solutions, the applicant first demonstrates that the region has dedicated sufficient resources from other sources to long-term permanent housing solutions, including capital and operating costs, allowable uses of HHAP-5 base program allocation funds include all of the following:
  - 1) Permanent housing solutions, including all of the following:
    - a) Rental subsidies, including to support placement of individuals in Community Assistance, Recovery and Empowerment (CARE) Court.
    - b) Landlord incentives, such as security deposits, holding fees, funding for needed repairs, and recruitment and relationship management costs.
    - c) Move-in expenses.
    - d) Operating subsidies in new and existing affordable or supportive housing units serving people experiencing homelessness, including programs such as Homekey, new or existing residential care facilities, funded by the Behavioral Health Continuum Infrastructure Program or the

**EXHIBIT A**

Community Care Expansion Program. Operating subsidies may include operating reserves.

- e) Homelessness prevention through rental assistance, rapid rehousing, and other programs, so long as they prioritize households at imminent risk of homelessness or households with incomes at or below thirty percent (30%) of the area median income, who pay more than fifty percent (50%) of their income in housing costs, and who meet criteria for being at highest risk of homelessness through data-informed criteria.
  - f) Problem-solving and diversion support programs that prevent people at risk of or recently experiencing homelessness from entering unsheltered or sheltered homelessness.
  - g) Services for people in permanent housing, so long as the services are trauma-informed and practice harm reduction, to include intensive case management services, assertive community treatment services, critical time intervention services, other tenancy support services, evidence-based employment services, coordinating mental health, substance use, and primary care treatment, or other evidence-based supportive services to increase housing retention.
  - h) Capital for permanent housing that serves people experiencing homelessness, including conversion of underutilized buildings or existing interim or transitional housing into permanent housing.
- 2) Interim housing solutions, including all of the following:
- a) Navigation centers that are low barrier, as defined in Sections 65660 and 65662 of the Government Code, to include any of the following:
  - b) Operating expenses in existing congregate shelter sites.

**EXHIBIT A**

- c) Operating expenses in new or existing non-congregate shelter sites and transitional housing for youth.
  - d) Motel or hotel vouchers.
  - e) Services provided to people in interim housing, to include trauma-informed and evidence-based intensive case management services, housing navigation, connecting people to substance use or mental health treatment, public benefits advocacy, and other supportive services to promote stability and referral into permanent housing.
  - f) Capital funding to build new non-congregate shelter sites, including for construction, rehabilitation, and capital improvements to convert existing congregate sites into non-congregate sites.
  - g) Capital funding for clinically enhanced congregate or non-congregate shelter sites.
  - h) Youth-focused services in transitional housing.
- 3) Service provisions and systems support including all of the following:
- a) Services for people experiencing unsheltered homelessness, including street outreach, including, but not limited to, persons experiencing homelessness from encampment sites and those transitioning out of encampment sites funded by the program known as the Encampment Resolution Funding Grant consistent with HSC Section 50251 to access permanent housing and services. This includes evidence-based engagement services, intensive case management services, assertive community treatment, housing navigation, harm reduction services, coordination with street-based health care services, and hygiene services for people living in encampments and unsheltered individuals.
  - b) Services coordination, which may include access to workforce, education, and training programs, or other



**EXHIBIT A**

services needed to promote housing stability in supportive housing.

- c) 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.
  - d) Improvements to existing emergency shelters to lower barriers and increase privacy.
  - e) Any new interim sheltering funded by Round 5 funds must be low-barrier, comply with Housing First practices 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.
- 4) In addition to the eligible uses described above, the Grantee's expenditure of its entire HHAP-5 Base Allocation must also comply with the following:
- a) At least ten percent (10%) of the funds shall be spent on services for homeless youth populations.
  - b) Not more than seven percent (7%) 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.

Grantee shall perform the work only in the areas as identified, and in accordance with any guidance from HCD.

5) **Contract Coordinator**

HCD's Contract Coordinator for this Agreement is HCD's Grants Program Design Section Chief or their designee. Unless otherwise instructed, any notice, report, or other communication requiring an original Grantee signature for this Agreement shall be sent to the HCD Contract Coordinator electronically.

**EXHIBIT A**

The Representatives during the term of this Agreement will be:

	<b>PROGRAM</b>	<b>GRANTEE</b>
<b>ENTITY:</b>	California Department of Housing & Community Development	City of Sacramento
<b>SECTION/UNIT:</b>	Policy and Program Support	
<b>ADDRESS:</b>	651 Bannon St SW, Suite 400 Sacramento, CA, 95811	915 I Street, Sacramento, CA 95814
<b>CONTRACT COORDINATOR</b>	Jeannie McKendry	Ya-yin Isle
<b>PHONE NUMBER:</b>	(916) 490-9589	(916) 808-1869
<b>EMAIL ADDRESS:</b>	<a href="mailto:HPDHomelessnessGrants@hcd.ca.gov">HPDHomelessnessGrants@hcd.ca.gov</a> <a href="mailto:Jeannie.McKendry@hcd.ca.gov">Jeannie.McKendry@hcd.ca.gov</a>	<a href="mailto:yisle@cityofsacramento.org">yisle@cityofsacramento.org</a>

All requests to update the Grantee information listed within this Agreement shall be emailed to the HPD Homelessness Grants general email box at [HPDHomelessnessGrants@hcd.ca.gov](mailto:HPDHomelessnessGrants@hcd.ca.gov). HCD 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 HCD (indicated by the signature provided by HCD in the lower left section of page one, Standard Agreement, STD. 213), and when signed by all parties. Funds will be disbursed in accordance with Section 4 of Exhibit B.
- B. This Agreement shall terminate on June 30, 2029.
- C. On or before January 1, 2026, a Grantee shall submit to the Department an updated Regionally Coordinated Homelessness Action Plan, which shall include updates on the metrics and key actions to improve these metrics, which shall be reviewed and approved by HCD pursuant to HSC 50235 subdivision (h). A Grantee shall contractually obligate no less than seventy-five percent (75%) and shall expend no less than fifty percent

Program Name: Homeless Housing, Assistance, and Prevention Program  
Round 5 "HHAP-5"  
NOFA Date: September 29, 2023  
Approved Date: August 8, 2024  
Prep Date: November 1, 2024

**EXHIBIT A**

(50%) of their initial fifty percent (50%) HHAP-5 base allocation disbursement by June 30, 2026. This excludes both the HHAP-5 planning and Initial Supplemental Allocations. Upon demonstration by a recipient Grantee that it has complied with both of these requirements, the Department shall disburse to that recipient the remaining fifty percent (50%) of its HHAP-5 base allocation pursuant to HSC Section 50235.

- 1) Grantee will demonstrate compliance with these obligation and expenditure requirements through monthly fiscal reports and by completing a certification documentation in the form and manner provided by HCD.

D. If a Grantee has obligated less than seventy-five percent (75%) or expended less than fifty percent (50%) of their initial fifty percent (50%) HHAP-5 base allocation by June 30, 2026, the Grantee shall not contractually obligate or expend any remaining portion of its initial HHAP-5 base allocation, and HCD shall not allocate to the recipient the remaining fifty percent (50%) of its HHAP-5 base allocation, unless both of the following occur:

- 1) On or before June 30, 2026, the Grantee submits an alternative disbursement plan to HCD that includes an explanation for the delay.
- 2) HCD approves the alternative disbursement plan.

If a Grantee does not satisfy these requirements, HCD shall have the discretion to allocate the unused funding in a manner prescribed by HCD.

If the funds identified in the approved alternative disbursement plan are not fully expended by December 31, 2027, the funds shall be returned to HCD to be allocated as supplemental awards in accordance with Health and Safety Code Section 50237.

E. All HHAP-5 funds, including base allocations, planning allocations, and supplemental funding, shall be expended by June 30, 2028.

F. Any funds, including planning allocations and supplemental funding, not expended by June 30, 2028, shall revert to, and be paid and deposited in, the General Fund pursuant to Health and Safety Code section 50235 subdivision (m).

**EXHIBIT A**

- G. HCD may request additional information from applicants, as needed, to meet other applicable reporting or audit requirements.

7) **Capacity and Authority to Contract**

- A. By signing this Agreement, the Grantee is certifying that it has the capacity and authority to fulfill the obligations enumerated in this agreement. The Grantee further represents that it is authorized to execute this Agreement.
- B. Each person executing this Agreement on behalf of an entity, other than an individual executing this Agreement on their own behalf, represents that they are authorized to execute this Agreement on behalf of said entity.



**EXHIBIT B**

**BUDGET DETAIL AND DISBURSEMENT PROVISIONS**

**1. Payee**

Name: City of Sacramento                      Amount: \$ 27,053,240.85

**2. Budget Detail & Changes**

A.     The Grantee agrees that HHAP-5 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.

B.     The Grantee shall expend the HHAP-5 funds on eligible activities as detailed in HSC 50234, subdivision (a)(1)(A) and 50236 and as described in the grantees latest approved HHAP-5 funding plan.

C.     Any changes to the Grantee's budget must be approved in writing by HCD prior to incurring expenses.

**3. General Conditions Prior to Disbursement**

A.     All Grantees must submit the following forms prior to this HHAP-5 allocation being released:

- 1)     Request for Funds Form ("RFF").
- 2)     STD 213 Standard Agreement form and Exhibits A through E.
- 3)     STD 204 Payee Data Record or Government Agency Taxpayer ID Form.

**4. Disbursement of Funds**

**A.     Initial Disbursement**

**EXHIBIT B**

- 1) The Initial Disbursement of the HHAP-5 allocation includes the initial HHAP-5 base allocation, HHAP-5 planning allocation, and initial supplemental allocation. These funds will be disbursed to the Grantee upon receipt, review and approval of the completed Standard Agreement and RFF by HCD.
- 2) The Initial disbursement of HHAP-5 funds will be disbursed in one allocation, and issued to the Grantee, identified on the Payee Data Record Form or Government Agency Taxpayer ID Form.

**B. Remainder Disbursement**

- 1) HCD will disburse the remaining fifty percent (50%) of HHAP-5 base allocation upon demonstration by a Grantee that it has complied with the requirement to contractually obligate and expend a minimum amount of its initial Round 5 base allocation, as described below, and receives approval for the submitted Updated Regionally Coordinated Homelessness Action Plan that includes updates on measures and illustrates the advancement of key actions outlined in the original Regionally Coordinated Action Plan to improve those measures, as outlined in Section 50235(h).
  - a) A Grantee shall contractually obligate no less than seventy-five percent (75%) and shall expend no less than fifty percent (50%) of their initial fifty percent (50%) HHAP-5 base allocation by June 30, 2026. This excludes both the HHAP-5 planning allocation and the supplemental allocation. Upon demonstration by a grantee that it has complied with this requirement and receives approval for the submitted Updated Regionally Coordinated Homelessness Action Plan, HCD shall disburse to that recipient the remaining fifty percent (50%) of its HHAP-5 program allocation pursuant to Section 50234.
  - b) If a Grantee has obligated less than seventy-five percent (75%) or expended less than fifty percent (50%) of their initial fifty percent (50%) HHAP-5 program allocation by June 30, 2026, the Grantee shall not contractually obligate or expend any remaining portion of its initial HHAP-5 program allocation, and HCD shall not allocate to the recipient the

**EXHIBIT B**

remaining fifty percent (50%) of its HHAP-5 program allocation, unless both of the following occur:

- i. On or before June 30, 2026, the Grantee submits an alternative disbursement plan to HCD that includes an explanation for the delay.
  - ii. HCD approves the alternative disbursement plan. If HCD cannot approve an alternative disbursement plan, HCD will provide the Grantee with guidance on the revisions needed in order to approve the alternative disbursement plan.
- c) HCD may withhold the remaining fifty percent (50%) of HHAP-5 program allocation funds from a jurisdiction that repeatedly failed to take action as specified in its Regionally Coordinated Homelessness Action Plan, or that took actions adverse to achieving the plan objectives provided pursuant to Section 50233, until such time the jurisdiction demonstrates to HCD they are in substantial compliance with the requirements of HSC 50235 subdivision (h).

**5. Expenditure of Funds**

All HHAP-5 funds must be spent consistent with the intent of the Program and the eligible uses identified in HSC section 50234, subdivision (a)(1)(A) and 50236 and in alignment with the Grantee's latest, approved funding plan.

**6. Ineligible Costs**

- A. HHAP-5 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 HSC section 50234, subdivision (a)(1)(A) and 50236.
- B. HCD reserves the right to request additional clarifying information to determine the reasonableness and eligibility of all uses of the funds made available by this Agreement. If the Grantee or its funded subrecipients use HHAP-5 funds to pay for ineligible activities, the Grantee shall be required to reimburse these funds to HCD.

**EXHIBIT B**

- C. An expenditure which is not authorized by this Agreement, or by written approval of the Contract Coordinator or his/her designee, or which cannot be adequately documented, shall be disallowed and must be immediately repaid to HCD by the Grantee. A Grantee shall be prohibited from applying for future HHAP funds until they have repaid these funds to HCD.  
  
HCD, at its sole and absolute discretion, shall make the final determination regarding the allowability of HHAP-5 fund expenditures.
- D. Program funds shall not be used to supplant existing local funds for homeless housing, assistance, or prevention. HHAP funds cannot replace local funds that are committed to an existing or developing homeless assistance program. However, if funds previously supporting a service or project end or are reduced for reasons beyond the control of the Grantee and services or housing capacity will be lost as a result of these funds ending, HHAP funds may be used to maintain the service or program. Examples include, but are not limited to, a time-limited city and/or county tax or one-time block grant.
- E. Program funds shall not be used to supplant existing Encampment Resolution Funding Grant funds provided under HSC section 50251.



**EXHIBIT D**

**HHAP GENERAL TERMS AND CONDITIONS**

**1. Termination and Sufficiency of Funds**

**A. Termination of Agreement**

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

**B. Sufficiency of Funds**

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

**2. Transfers**

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

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

Grantee has submitted to HCD an application for HHAP-5 funds to support regional coordination and expand or develop local capacity to address its immediate homelessness challenges. HCD is entering into this Agreement on the basis of Grantee's facts, information, assertions and representations contained in that application. Any subsequent modifications to the original funding plans submitted within the original application must be

**EXHIBIT D**

requested through the formal HHAP Budget Modification Request Process and are subject to approval by HCD.

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

**4. Reporting/Audits**

**A. Reporting Requirements**

- 1) Annual Report: Grantees will be responsible for submitting an annual report no later than April 1 each year following the receipt of funds until all funds are fully expended. The annual report will contain detailed information on program activities in accordance with HSC sections 50221, 50222, and 50223, and be submitted in the form and method provided by HCD. The annual report must provide information on activities through the prior calendar, including, but not limited to, an ongoing tracking of the specific uses and expenditures of any program funds broken out by eligible uses, as well as any additional information HCD deems appropriate or necessary.
- 2) Monthly Fiscal Report: Grantees will be responsible for submitting a monthly fiscal report in accordance with HSC section 50223, in the form and method provided by HCD. The monthly fiscal report must provide information, including but not limited to, the obligation and expenditure status of the program funds by eligible uses category.
- 3) Final Report: Grantees will be responsible for submitting a final report in accordance with HSC section 50223 no later than April 1, 2029, and must be submitted in the form and method provided by HCD. The final report must provide information, including but not limited to, detailed uses of all program funds.

**EXHIBIT D**

- 4) **HMIS/HDIS Reporting:** Grantees and their subcontractors must report client data into their local Homeless Management Information Systems (HMIS) pursuant to the requirements of Assembly Bill (AB) 977 (Chapter 397, Statutes of 2021), and that data must be shared quarterly with the statewide Homeless Data Integration System (HDIS). As part of reporting responsibilities in accordance with HSC sections 50221, 50222, and 50223, Grantees must ensure proper recording of activities associated with these program funds. This is intended to efficiently capture many of the non-fiscal reporting responsibilities required under HSC sections 50221, 50222, and 50223. HCD will make efforts to utilize statewide Homeless Data Integration System to fulfill grantee reporting requirements under HSC sections 50221, 50222, and 50223, however improper reporting into that system may require HCD to seek additional information directly from Grantees. Grantees may also be required to accept training and technical assistance in this area if their HMIS/HDIS is not properly tracked and shared.
- 5) HCD may require additional supplemental reporting with written notice to the Grantee.
- 6) Grantee may, at their discretion, fully expend their HHAP-5 allocation prior to the end date of the grant term and will not be required to submit monthly fiscal reports after the month in which their allocation was fully expended.

**B. Auditing**

HCD reserves the right to perform or cause to be performed a financial audit. At HCD's request, the Grantee shall provide, at its own expense, a financial audit prepared by a certified public accountant. HHAP-5 administrative funds may be used to fund this expense. Should an audit be required, the Grantee shall adhere to the following conditions:

- 1) The audit shall be performed by an independent certified public accountant.

**EXHIBIT D**

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

**5. Inspection and Retention of Records**

**A. Record Inspection**

HCD or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance under this Agreement. The Grantee agrees to provide HCD, or its designee, with any relevant information requested. The Grantee agrees to give HCD 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-5 program guidance document published on the website, and this Agreement.

In accordance with HSC section 50220.8, subdivision (m), if upon inspection of records HCD identifies noncompliance with grant requirements, HCD 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.

## EXHIBIT D

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

### C. Public Records Act

The Grantees' final HHAP-5 application, this contract, and other documents related to the grant are considered public records, which are available for public viewing pursuant to the California Public Records Act Division 10 (commencing with Section 7920.000) of Title 1 of the Government Code.

## 6. **Breach and Remedies**

### A. Breach of Agreement

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

- 1) Grantee's failure to comply with the terms or conditions of this Agreement.
- 2) Use of, or permitting the use of, HHAP-5 funds provided under this Agreement for any ineligible activities.
- 3) Any failure to comply with the deadlines set forth in this Agreement.

### B. Remedies for Breach of Agreement

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

- 1) Bar the Grantee from applying for future HHAP funds.
- 2) Revoke any other existing HHAP award(s) to the Grantee.
- 3) Require the return of any unexpended HHAP-5 funds disbursed under this Agreement.



**EXHIBIT D**

- 4) Require repayment of HHAP-5 funds disbursed and expended under this Agreement.
  - 5) Require the immediate return to HCD of all funds derived from the use of HHAP-5 funds.
  - 6) 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-5 requirements.
- C. All remedies available to HCD are cumulative and not exclusive.
- D. HCD may give written notice to the Grantee to cure the breach or violation within a period of not less than fifteen (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 HCD to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Grantee of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of HCD to enforce these provisions.

**8. Nondiscrimination**

During the performance of this Agreement, the 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

**EXHIBIT D**

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, HSC 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 (2) 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 (12) 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 (12) month period prior to his or her leaving State service.

**EXHIBIT D**

- 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, section 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

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

- A. Establish a Drug-Free Awareness Program, as required by Government Code section 8355, subdivision (a)(2) to inform employees, Grantees, or subrecipients about all of the following:
  - 1) The dangers of drug abuse in the workplace.
  - 2) Grantee's policy of maintaining a drug-free workplace.
  - 3) Any available counseling, rehabilitation, and employee assistance program; and
  - 4) Penalties that may be imposed upon employees, Grantees, and subrecipients for drug abuse violations.

**EXHIBIT D**

- B. Provide, as required by Government Code section 8355, subdivision (a)(3), that every employee and/or subrecipient that works under this Agreement:
- 1) Will receive a copy of Grantee's drug-free policy statement, and
  - 2) Will agree to abide by terms of Grantee's condition of employment or subcontract.

**11. Child Support Compliance Act**

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

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

**12. Special Conditions – Grantees/Subgrantee**

The Grantee agrees to comply with all conditions of this Agreement including the Special Conditions set forth in Exhibits C and D. These conditions shall be met to the satisfaction of HCD prior to disbursement of funds. The Grantee shall ensure that all Subgrantees are made aware of and agree to comply with all the conditions of this Agreement and the applicable State requirements governing the use of HHAP-5 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:

**EXHIBIT D**

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

- B. The Grantee shall monitor the activities of all subgrantees to ensure compliance with all requirements under the HHAP program.

As requested by HCD, the Grantee shall provide to HCD all monitoring documentation necessary to ensure that Grantee and its subgrantees are in continued compliance with HHAP requirements. Such documentation requirements shall be provided by HCD when the information is requested.

**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, land use, homelessness, housing element, fair housing, and all other matters applicable and/or related to the HHAP-5 program, the Grantee, its subrecipients, and all eligible activities.

The 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. The 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,



**EXHIBIT D**

environmental protection, procurement, and safety laws, rules, regulations, and ordinances. The Grantee shall provide copies of permits and approvals to HCD upon request.

**14. Inspections**

- A. The 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. HCD 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. The 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 HCD, shall not affect any other provisions of this Agreement and the Initial terms 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 HCD immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or HCD, 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 HCD.

**EXHIBIT E**

**SPECIAL TERMS AND CONDITIONS**

1. All proceeds from any interest-bearing account established by the Grantee for the deposit of HHAP-5 funds, along with any interest-bearing accounts opened by subrecipients to the Grantee for the deposit of HHAP-5 funds, must be used for HHAP-5-eligible activities. Grantees must maintain records of all expenditures of the proceeds from these interest-bearing accounts for five (5) years and report on these expenditures as required by HCD. HCD reserves the right to perform or cause to be performed a financial audit on the use of proceeds from interest-bearing accounts.
2. Per HSC section 50234 subdivision (f), any housing-related activities funded with HHAP-5 funds, including but not limited to emergency shelter (per HSC section 50236 subdivision (c)(3)(E), 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-5 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. The Grantee shall utilize its local Homeless Management Information System (HMIS) to track HHAP-5-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-5 funding (e.g., by creating appropriate HHAP-5-specific funding sources and project codes in HMIS).
4. The Grantee shall participate in and provide data elements, including, but not limited to, health information, in a manner consistent with federal law, to the HMIS in accordance with their existing Data Use Agreements, and as required by HSC sections 50234(b) and 50220.6 and Welfare and Institutions Code section 8256. Any health information provided to, or maintained within, the Homeless Management Information System, or the State Homeless Data Integration System (HDIS), which compiles all HMIS data into a statewide data warehouse, shall not be subject to public inspection or disclosure under the California Public

**EXHIBIT E**

Records Act. For purposes of this paragraph, “health information” means “protected health information,” as defined in Part 160.103 of Title 45 of the Code of Federal Regulations, and “medical information,” as defined in subdivision (j) of Section 56.05 of the Civil Code. HCD may, as required by operational necessity, amend or modify required data elements, disclosure formats, or disclosure frequency. Additionally, HCD, 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. The Grantee agrees to accept technical assistance as directed by HCD or by a contracted technical assistance provider acting on behalf of HCD and report to HCD on programmatic changes the grantee will make as a result of the technical assistance and in support of their grant goals.
6. The Grantee agrees to demonstrate a commitment to racial equity and, per HSC section 50222 subdivision (a)(2)(B), the grantee shall use data provided through HDIS to analyze racial disproportionality in homeless populations and, in partnership with HCD, 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. The 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.
8. HCD reserves the right to add any special conditions to this Agreement it deems necessary to ensure that the goals of the Program are achieved.
9. The Department represents that the intent of Exhibit D Section 1(B) is only to preserve the legislature’s ability to make changes to appropriations and matters that are lawfully subject to change through the Budget Act. The Department represents and warrants that as of the date of this Agreement the non-bond funds referenced in Homeless Housing, Assistance and Prevention Program, Round 5 Notice of Funding Availability dated September 29, 2023 for this Agreement are appropriated to and available for the purposes of this Agreement, and further, that upon execution of this Agreement said funds are deemed allocated to and encumbered for the purposes described in this Agreement and shall not be terminated or reduced as a result of Exhibit D Section 1(B) once construction has commenced in compliance with Program requirements and in

Program Name: Homeless Housing, Assistance, and Prevention Program  
Round 5 “HHAP-5”  
NOFA Date: September 29, 2023  
Approved Date: August 8, 2024  
Prep Date: November 1, 2024

**EXHIBIT E**

accordance with the construction commencement requirements within this Agreement. If not continuously appropriated, said funds must still be disbursed prior to any applicable disbursement or expenditure deadline set forth in this Agreement.

## ATTACHMENT 7

### INSURANCE

1. **Insurance Requirements.** During the entire term of this Agreement, Grantee shall maintain the insurance coverage described in the Insurance Terms below. Full compensation for all premiums that Grantee is required to pay for the insurance coverage described herein shall be included in the compensation specified under this Agreement. No additional compensation will be provided for Grantee's insurance premiums. Any available insurance proceeds in excess of the specified minimum limits and coverages shall be available to the City.

Grantee's liability to the City is not in any way limited to or affected by the amount of insurance coverage required or carried by the Grantee in connection with this Agreement.

2. **General Liability Minimum Scope and Limits of Insurance Coverage.** Commercial General Liability Insurance is required providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, arising out of activities performed by or on behalf of the Grantee and subcontractors, products and completed operations of Grantee and subcontractors, and premises owned, leased, or used by Grantee and subcontractors, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.

The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of: activities performed by or on behalf of Grantee and subcontractors; products and completed operations of Grantee and subcontractors; and premises owned, leased, or used by Grantee and subcontractors.

3. **Automobile Liability Minimum Scope and Limits of Insurance Coverage.** (*Check the applicable provision.*)

☒ Automobile Liability Insurance is required providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the Grantee.

The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.



☐ No automobile liability insurance is required, and by signing this Agreement, Grantee certifies as follows:

“Grantee certifies that a motor vehicle will not be used in the performance of any work or services under this agreement. If, however, Grantee does transport items under this Agreement, or this Agreement is amended to require any employees of Grantee to use a vehicle to perform services under the Agreement, Grantee understands that it must maintain and provide evidence of Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the Grantee.”

4. **Excess Insurance.** The minimum limits of insurance required above may be satisfied by a combination of primary and umbrella or excess insurance coverage, provided that any umbrella or excess insurance contains, or is endorsed to contain, a provision that it will apply on a primary basis for the benefit of the City, and any insurance or self-insurance maintained by City, its officials, employees, or volunteers will be in excess of Grantee's umbrella or excess coverage and will not contribute to it.

5. **Workers' Compensation Minimum Scope and Limits of Insurance Coverage.** (*Check the applicable provision.*)

☒ Workers' Compensation Insurance is required with statutory limits and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Workers' Compensation policy shall include a waiver of subrogation in favor of the City.

☐ No work or services will be performed on or at CITY facilities or CITY Property, therefore a Workers' Compensation waiver of subrogation in favor of the CITY is not required.

☐ No Workers' Compensation insurance is required, and by signing this Agreement, Grantee certifies as follows:

“Grantee certifies that its business has no employees, and that it does not employ anyone, and is therefore exempt from the legal requirements to provide Workers' Compensation insurance. If, however, Grantee hires any employee during the term of this Agreement, Grantee understands that Workers' Compensation with statutory limits and Employer's Liability Insurance with a limit of not less than one

million dollars (\$1,000,000) is required. The Workers' Compensation policy will include a waiver of subrogation in favor of the City."

6. **Professional Liability Minimum Scope and Limits of Insurance Coverage.** Professional Liability Insurance providing coverage on a claims-made basis for errors and omissions, or malpractice with limits of not less than one million dollars (\$1,000,000):

Is ☐ Is not ☒ [check one] required for this Agreement.

If required, such coverage must be continued for at least ☐ year(s) following the completion of all Services under this Agreement. The retroactive date must be prior to the date this Agreement is approved or any Services are performed.

7. **Other Insurance Provisions.** The policies must contain, or be endorsed to contain, the following provisions:

- A. Grantee's insurance coverage, including excess insurance, shall be primary insurance as respects the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers will be in excess of Grantee's insurance and will not contribute with it.
- B. Any failure to comply with reporting provisions of the policies will not affect coverage provided to the City, its officials, employees or volunteers.
- C. Coverage shall state that Grantee's insurance applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- D. Grantee shall provide the City with 30 days written notice of cancellation or material change in the policy language or terms.

8. **Acceptability of Insurance.** Insurance must be placed with insurers with a Bests' rating of not less than A:VI. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Attachment 5 must be declared to and approved by the City in writing before execution of this Agreement.

9. **Verification of Coverage.**

- A. Grantee shall furnish City with certificates and required endorsements evidencing the insurance required. Certificates of insurance must be signed by an authorized representative of the insurance carrier. Copies of policies shall be delivered to the City Representative on demand.
- B. Grantee shall send all insurance certificates and endorsements, including policy

renewals, during the term of this Agreement directly to:

City of  
Sacramento  
c/o Exigis LLC  
PO Box 947  
Murrieta, CA 92564

C. Certificate Holder must be listed as:

City of  
Sacramento  
c/o Exigis LLC  
PO Box 947  
Murrieta, CA 92564

- D. The City may withdraw its offer of Agreement or cancel this Agreement if the certificates of insurance and endorsements required have not been provided before execution of this Agreement. The City may withhold payments to Grantee and/or cancel the Agreement if the insurance is canceled or Grantee otherwise ceases to be insured as required herein.

- 10. Subcontractor Insurance Coverage.** Grantee shall require and verify that all subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in this Attachment 7.
- 11. Waiver of Subrogation.** Grantee hereby grants to City a waiver of any right to subrogation which any insurer may acquire against the City by virtue of the payment of any loss under such insurance. Grantee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from an insurer.



# Sacramento Community Standards

## Sacramento Continuum of Care

Version 1.0  
December 13, 2023



Sacramento City  
and County  
Continuum of Care



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## 1) OVERVIEW

The Sacramento Local Homeless Action Plan (LHAP) was initiated in early 2022 to create a cross-jurisdictional unified approach to preventing and ending homelessness across Sacramento County. This three-year plan (July 1, 2022, through June 30, 2025) was developed in partnership with Sacramento Steps Forward (SSF), Sacramento City and County Continuum of Care (CoC), Sacramento County, City of Sacramento and the Sacramento Housing and Redevelopment Agency (SHRA).

The LHAP outlines key system components that align with national best-practices and, if resourced and implemented consistently across funders and providers, will bring the local response system to scale with capacity to move the needle on homelessness. Through these efforts, homelessness in the County over time will become preventable whenever possible, brief, and non-recurring.

As part of the LHAP, the CoC, City of Sacramento, Sacramento County, and SHRA committed to developing the standards included in this document to provide a community-wide set of standards for homelessness prevention and assistance programs.

### A) PURPOSE AND USE OF COMMUNITY STANDARDS

The purpose of this document is to provide a general overview of expectations and standards for homelessness prevention and homeless assistance programs receiving public funding in Sacramento County and that operate, together, to provide a Homelessness Response System. Sacramento receives funding from the U.S. Department of Housing and Urban Development (HUD) to provide programs and services for people experiencing homelessness, including Emergency Solutions Grant (ESG) and Continuum of Care (CoC) Program funding (see [24 CFR Part 576](#) [ESG] and [24 CFR Part 578](#) [CoC]). This funding requires CoCs to “establish and consistently follow written standards for providing Continuum of Care assistance” that, at minimum, must address:

1. Who is eligible for specific services (e.g., outreach, homelessness prevention, emergency shelter, transitional housing, rapid rehousing and permanent supportive housing);
2. How the system of care ensures that the people most in need get priority for each service;
3. The referral, admission and discharge processes for emergency shelters;
4. Rules regarding how much participants in rental assistance programs must pay toward their rent, and how long they may receive rental assistance;
5. Rules regarding limits on assistance provided for housing relocation (moving costs), or temporary rental assistance provided as part of a rapid rehousing program;
6. How programs serving homeless people coordinate with other programs in the homelessness response system and with other types of services (e.g., benefits programs, health care, employment, education); and
7. Policies used to ensure safety for victims of domestic violence, dating violence, sexual assault, and stalking, including rights to emergency transfers when needed to remain safe.

The Sacramento Community Standards, combined with related system standards, policies, and procedures, respond to those Federal requirements. Standards for the following types of programs are included in this document:

- Homelessness Prevention (HP) and Diversion
- Street Outreach (SO)
- Emergency Shelter (ES)
- Transitional Housing (TH) and Interim Housing (IH)
- Rapid Rehousing (RRH) and Other Rehousing Assistance
- Permanent Supportive Housing (PSH)

Where noted, the standards in this document are inclusive of minimum requirements for each program type, but they are also expansive in that they reflect best practices and local priorities for housing assistance that may be aspirational for some

programs. In general, standards are similar to policies but may be more specific. They are measurable and reflect what providers *should* be doing. Procedures are detailed descriptions of how to carry out a policy or standard. This document only includes standards and does not address program procedures. This document also does not duplicate other system documents that include standards relevant to the Coordinated Access System (CAS) or the Homeless Management Information System (HMIS). Where relevant, this document references [CAS policies and procedures](#) and [HMIS policies and procedures](#). Standards and practices related to CAS and HMIS are complementary to the standards in this document and, together, represent the full body of community standards established for effective, equitable prevention and homeless assistance services.

**These standards serve as a basis for ensuring all publicly funded programs for people who are at-risk of or experiencing homelessness are offered in a consistent manner, in line with federal, state and local funding requirements, and evidence-based approaches to providing equitable, effective, and efficient assistance.**

Accordingly, the primary intended audiences for these standards are Sacramento County-based providers of homelessness prevention and homelessness services and housing assistance who receive federal, state, and/or local funding. The CoC encourages other public and private funders to use and adopt these Community Standards in their contracts for homeless assistance services to promote alignment, where possible and beneficial, across the local homeless response system. Other audiences include users of services, community advocates, and the community at large. The CoC will support the sharing and development of additional documents and resources for these broader audiences about the homeless response system and the standards providers are working to adhere to. The Community Standards are subject to continued review and updates based on changes to local needs as well as state and federal requirements. Future considerations may include, for example, standards for other program types or coordination of housing related resources outside of the CoC.

## **B) PERFORMANCE STANDARDS**

This document also includes standard measurements related to program performance called “**key performance indicators**” (KPIs). KPIs align to federal, state, and local homelessness response system performance priorities and targets and represent the most important measures used to determine program performance relative to program use, cost, and successful outcomes (e.g., shelter occupancy, successful exits to housing). The Sacramento CoC and local funders set performance goals or targets for each KPI overall and for each applicable program annually accounting for current performance, desired performance, available funding and provider capacity, among other factors. Program performance on KPIs is monitored and evaluated by the CoC and local funders, along with other relevant measures (e.g., number of households served) and allows programs to be consistently monitored and evaluated for efficiency, effectiveness, and equitable outcomes. Additional information on KPIs and other system and program performance measures, including measurement-related definitions and methods, can be found at the SSF website under “Data” subsection.

## **C) LOCAL DEVELOPMENT, ADOPTION, AND UPDATES**

As part of the LHAP, the City of Sacramento, Sacramento County, SHRA, and SSF formed the Standards Development Team (SDT) to develop community-wide performance and practice standards for homelessness prevention and assistance programs within the Sacramento Continuum of Care geography (i.e., within Sacramento County). The SDT initiated work in February of 2023 with support from Tom Albanese Consulting, LLC, and SSF staff to research existing local standards and examples from other communities. This team engaged stakeholders in a series of six focus groups to examine potential standards related to crisis response (outreach, shelter, etc.) and housing-related responses (rapid rehousing, permanent supportive housing). In all, more than 40 stakeholders representing at least 24 service provider and community organizations participated in focus groups.

The SDT, in collaboration with the CoC Persons with Lived Experience Cohort (PLE Cohort), will present this draft set of community wide performance and practice standards for public comment via posting to the SSF website and a 21-day public comment period between October 26, 2023, and November 16, 2023. After the public comment period, the SDT will update

the final version of the standards to be presented to the CoC Board for adoption in December 2023. It is expected that final standards will be reviewed and adopted or otherwise incorporated into funding contracts for homelessness prevention and homeless assistance programs awarded by the City of Sacramento, County of Sacramento, SHRA, and SSF.

Once the standards are fully adopted and implemented, the CoC, inclusive of local governments, will update these standards as needed to stay current with any program changes, funding changes or new project type introduction. On behalf of the CoC, SSF may notify the community if they must make amendments required by a funding source to ensure compliance with regulations without a formal review process. Community stakeholders will otherwise be engaged in future standards review and update processes, including but not limited to specific review by the PLE Cohort, service providers, and any other relevant committee(s) identified by the CoC.

## **D) STANDARDS MONITORING, EVALUATION, AND IMPROVEMENT**

Standards will be monitored periodically according to each local funder contract requirements and monitoring processes to assess provider adherence to standards, including examination of provider performance and examination of provider services, operations, facilities, and housing units. While providers are expected to meet these standards, it is understood that many providers do not currently have sufficient funding, training, or capacity to meet these standards. Therefore, as local funders begin to incorporate standards into contracts and monitoring policies and procedures are developed, it is expected that funding and other constraints will be accounted for and providers will be able to demonstrate instances where non-conformance with a standard is driven by lack of funding or other barriers. As the lead agency for the Sacramento CoC, SSF will provide guidance and leadership for CoC system performance monitoring efforts as well as training and technical assistance to support implementation and fidelity to the Community Standards.

## **E) ACRONYMS**

The following is a list of common acronyms used in this document. For definitions of specific terms used in this document, see Appendix A.

- AMI: Area Median Income
- CH: Chronically Homeless
- CoC: Continuum of Care
- CAS: Coordinated Access System
- DV: Domestic Violence
- ES: Emergency Shelter
- ESG: Emergency Solutions Grants Program (federal funding source)
- FMR: Fair Market Rent
- HP: Homelessness Prevention
- HMIS: Homeless Management Information System
- HQS: Housing Quality Inspection
- HUD: U.S. Department of Housing & Urban Development
- IH: Interim Housing
- IPV: Intimate Partner Violence
- LGBTQIA+: Lesbian, Gay, Bisexual, Transgender, Queer or Questioning, Intersex, Asexual or Ally, and Other Non-Heterosexual People
- PSH: Permanent Supportive Housing
- RRH: Rapid Rehousing
- SOAR: SSI/SSDI Outreach, Access, and Recovery (SSI/SSDI application assistance program)
- SSDI: Social Security Disability Income



- SSI: Supplemental Security Income
- SSO: Supportive Services Only
- TAY: Transition Age Youth (18-24 years old)
- TH: Transitional Housing
- SSF: Sacramento Steps Forward
- VA: U.S. Department of Veterans Affairs
- VAWA: Federal Violence Against Women Act

## **F) GUIDING PRINCIPLES FOR COMMUNITY STANDARDS**

- 1) The health and safety of participants, volunteers and staff should be safeguarded during each service engagement, at each shelter, interim housing, and transitional housing facility, and when assisting participants in their homes, apartment buildings, and in any community setting.
- 2) All people experiencing homelessness have the right to assistance regardless of religious affiliation, race, color, national origin, ancestry, political or religious beliefs, language, disability, family composition, gender identity and/or sexual orientation. This includes people with criminal records, unless otherwise restricted by law or funding requirements. Staff must respect and be sensitive to the diversity of participants. Participants' rights, per standards below, must be protected against all forms of discrimination.
- 3) Each program will provide assistance that is welcoming, inclusive, trauma-informed, person-centered, dignified and respectful for all participants and provide services in a non-judgmental manner.
- 4) Each person at-risk of or experiencing homelessness will be supported to secure safe, stable housing as quickly as possible with the support needed and desired to remain in safe, stable housing. Each person is supported to achieve their housing and other goals related to housing stability, including increasing their independence and self-determination as much as possible.
- 5) Each participant's privacy and confidentiality of their personal information is of the utmost importance.
- 6) People who are experiencing homelessness, like other members of our community, may use substances to varying degrees. Everyone is entitled to assistance whether or not they use substances. As a result, these standards require that admission, discharge, and service restriction policies must not be based on substance use alone, unless otherwise specifically provided for in these standards.
- 7) To continuously improve access, service quality, and outcomes in an equitable manner, all programs must offer participants meaningful opportunities to provide input and feedback in service provision and program planning for the program in which they participate.
- 8) Shelters, interim housing, and transitional housing programs will seek to offer the maximum amount of privacy and trauma-informed accommodations (e.g., non-congregate options) and supports within the constrictions of the program facility(ies).
- 9) Each program is part of the larger Sacramento Homeless Crisis Response System. As such, each program must actively collaborate with other system Programs and system-wide processes to ensure coordinated, effective, efficient, and equitable assistance for each person.

## **2) GENERAL STANDARDS FOR ALL PROGRAMS**

### **A) ORGANIZATIONAL STRUCTURE, MANAGEMENT, AND PERSONNEL**

- 1) The agency's governing board includes at least one individual who is or has been unhoused.
- 2) The agency has a conflict-of-interest policy that includes prohibiting conflict of interest and nepotism for staff, board members, and volunteers.
- 3) The agency has a written policy that prohibits requiring, mandating, or improperly influencing religious participation as a prerequisite to receiving agency services.

- 4) The agency does not discriminate on the basis of race, religion, color, national origin, ancestry, sex, sexual orientation, gender identity, age, disability or other handicap, marital or familial status, military status, status with regards to public assistance, or any other class of persons protected by applicable law. The agency does not deny admission or terminate assistance based on a client being a victim or survivor of domestic violence, dating violence, sexual assault, human trafficking, or stalking. The agency has a written nondiscrimination policy applicable to staff, trustees, volunteers, and clients and there is evidence that it is being implemented.
- 5) The agency operates in compliance with all applicable Equal Employment Opportunities and Affirmative Action requirements.
- 6) The agency has a Drug Free Workplace Policy applicable to all staff and volunteers and posted in an area where everyone has access to it.
- 7) The agency has a policy regarding firearms and other weapons, as it relates to employees, clients, and volunteers. The policy addresses the agency's stance on the concealed carry law and whether weapons, including firearms, are permissible on the premises.
- 8) The agency has a written disaster recovery and crisis communication plan that is reviewed, and updated, if necessary, annually and distributed to appropriate employees.
- 9) The agency has a policy that prohibits sexual harassment which is applicable to staff, clients, trustees, volunteers, and vendors.
- 10) The agency has an organizational chart and written personnel policies detailing employee responsibilities, rights, roles, benefits, job description, attendance requirements, grievance procedures, hiring and termination procedures, annual employee review protocol, hours of operation, confidentiality and the agency's compensation and benefits plan.
- 11) The agency has an employee and volunteer code of conduct that is distributed to all new employees and volunteers.
- 12) All staff and volunteers are identifiable to clients and visitors.
- 13) The agency has written job descriptions for paid and volunteer staff positions and an organizational chart showing lines of supervision.

## **B) FISCAL ADMINISTRATION**

- 1) The agency maintains a financial management system that is accurate, clear, and current. The agency's financial management system can identify each grant's revenue and expenses separately. For federal grants, the system must include the title and Assistance Listing (formerly CFDA) number.
- 2) The agency has a finance/accounting policies and procedures manual. The agency has written procurement policies that are in compliance with federal, state and other funding requirements.
- 3) Financial staff are qualified to maintain a high-quality financial management system in compliance with federal, state, and other funding requirements. There is an adequate separation of duties.
- 4) The agency's chart of accounts includes a complete listing of the account numbers used for homelessness prevention and assistance programs.
- 5) Funds received are appropriately restricted and/or allocated to specific Programs.
- 6) Expenditures are documented, reviewed, approved, and consistently charged to appropriate funding sources in compliance with Generally Accepted Accounting Principles and/or funding requirements.
- 7) Federal cash is only drawn on an "as needed" basis and is not held more than 3 working days. The agency periodically reviews vendors to ensure they are not debarred or suspended from participation related to federal awards. Additional invoice documentation the funder requests is provided in a timely manner.
- 8) If the agency charges indirect costs, it has an indirect cost allocation plan that details the allocation methodology and what expenses are included.
- 9) There is separate accountability of staff time between administrative and programmatic activities.
- 10) The agency retains program income and adds it to the funds committed to the Program. Program income for the grant is expended prior to the disbursement of grant funds.

- 11) For federally funded programs, the agency identifies, through a physical inventory, equipment purchased with federal funds at least every 2 years. All tangible property and assets are identified in accordance with 2 CFR Part 200.
- 12) The governing board procures an independent certified public accountant to audit the financial statements consistent with the following:
  - a) The audit is performed in accordance with generally accepted government auditing standards;
  - b) A single audit is performed in accordance with 2 CFR 200, Subpart F if the agency's aggregate federal expenditures exceed \$750,000;
  - c) The audit is performed within 6 months after the close of the agency's fiscal year;
  - d) The audit report, management letter, and IRS 990 are provided upon request to local funders.
- 13) Programs that receive public funding recognize the funding sources on agency or program letterhead, website, or other publicity materials about the program. Any information given to the public regarding the program prominently identifies local government funders, including SSF for any CoC Program funding awarded, as the funding sources.
- 14) The agency has the following insurance provisions, notices, and certificates and upon request will furnish certificates evidencing the existence of the following: (1) Worker's Compensation Certificate; (2) Employment Practices Liability (EPL); (3) Employer's Liability; (4) Comprehensive General Liability (CGL); (5) Directors' and Officers' Liability (D&O); (6) Fidelity and Crime Insurance; (7) Umbrella Insurance over all primary coverage; (8) Property Insurance; (8) Cyber Security Insurance; (10) Wage and Hour Notice.
- 15) Agency managers review financial reports, budgeted and actual costs, and supporting documentation in a timely manner.
- 16) The agency does not do business with the enemy, as defined in [2 CFR 200.215](#). The agency does not contract with or procure services from telecommunications and video surveillance vendors listed in [2 CFR 200.216](#).

## C) DATA AND INFORMATION TECHNOLOGY

- 1) Agency and program staff are trained in and adhere to all HMIS data collection, reporting, quality assurance, security, and privacy policies and procedures as described in the [HMIS Policies and Procedures Manual](#), [Data Quality Plan](#), and [Privacy and Security Plan](#).
  - a) Upon 48 hours of entry into programs, data on all participants is entered in HMIS, pursuant to the data standards required by SSF. Participant files are maintained in accordance with the requirements of HMIS operated by SSF.
- 2) The agency ensures that information technology is accessible to persons with disabilities, as required by Section 508 of the Rehabilitation Act, and for people with limited to no English proficiency. Information technology includes, but is not limited to, computers, fax machines, copiers, and telephones.

## D) COMMUNITY RELATIONS

- 1) PSH (single site) Programs, TH (single site) Programs, and ES programs only: The Agency has worked with stakeholders in a good faith effort to develop a partnership with local government, neighbors, neighborhood organizations and agencies, neighborhood businesses, and other groups and have ongoing, open channels of communication.
  - a) The agency (or Program) has initiated Good Neighbor Agreement (GNA) discussions and executed a written agreement, or every reasonable effort has been made to execute a written agreement. GNAs are encouraged but not required. If there are neighborhood concerns or issues, however, the agency may be required to engage in good neighbor work as a condition of public funding.
  - b) The agency has identified current, appropriate stakeholders pertinent to the area, including residential, commercial, industrial, or institutional stakeholders.
  - c) GNAs are reviewed with neighbors and neighborhood representatives and updated at least every three years.
- 2) The agency establishes, monitors, and complies with neighborhood safety, security, codes of conduct, and property management standards.
- 3) Board and/or agency staff participate in appropriate neighborhood associations.

## E) CULTURALLY RESPONSIVE SERVICE PLANNING, DELIVERY, AND IMPROVEMENT

- 1) Agencies and programs promote inclusive decision-making and authentic collaboration with people accessing services and housing, with an emphasis on engaging and including people from historically marginalized and overrepresented groups, including but not limited to Black, Brown, Indigenous, and all people of color, people identifying as LGBTQIA+, people with disabilities, and people who have experienced personal trauma and violence.
- 2) The agency compensates people with lived experience who are involved in agency and program decision-making, collaboration, and improvement processes on par with other process participants and provides support necessary for people with lived experience to participate meaningfully and fully (e.g., transportation assistance, orientation and guidance, etc.).
- 3) The agency affirmatively markets to and establishes hiring preferences for people with lived experience, so that, to the maximum extent practicable, clients and others experiencing homelessness are involved, through employment, provision of volunteer services, or otherwise, in constructing, rehabilitating, maintaining, and operating facilities for the program and in providing supportive services.
- 4) Programs inform clients in writing and verbally at program intake about opportunities to be included in decision-making, collaboration, and improvement efforts of the program, agency, and community, including opportunities to participate in CoC committees and activities.
- 5) Programs establish and regularly provide meaningful and accessible ways for participants to provide specific feedback and recommendations on the quality and appropriateness of services, service facilities, and housing, as applicable. At minimum, programs seek participant feedback and recommendations via:
  - a) Participant satisfaction surveys are offered at program exit AND at least once annually, if the period of participation is greater than one year, and include questions specified by the CoC. Participant satisfaction surveys may include questions required by one or more local funders for consistent evaluation across funded programs.
  - b) Aggregate results of participant satisfaction surveys are made available to program participants and funders.
  - c) Participant advisory group convened at least once annually with support from the agency (i.e., space, refreshments, transportation, compensation).
- 6) Programs establish annual performance goals applicable to the program type in concert with the Continuum of Care and local public funders.
- 7) The agency board, management, and Program teams review and evaluate quantitative and qualitative performance data at least quarterly and immediately establish a Performance & Quality Improvement (PQI) Plan to address performance or quality issues.
  - a) PQI plans and results are documented, reviewed by agency and Program management, and shared with local public funders upon request.
  - b) Evaluation and improvement include examination of disaggregated data related to program access, service utilization, and outcomes, and development of related improvement efforts to eliminate disparities and advance equity.
- 8) Program participants are made aware of and encouraged to participate in homeless system workgroups, committees, and planning efforts. Information about such opportunities is provided verbally and in writing.

## F) FAIR HOUSING AND EQUAL ACCESS

- 1) The agency and agency programs adhere to federal, state, and local laws concerning [Affirmatively Furthering Fair Housing](#) and [Equal Access to Housing](#) rules.
  - a) The agency affirmatively furthers fair housing and has a written affirmative marketing strategy to market the program and its benefits to those least likely to apply without regard to race, color, national origin, sex, gender identity, sexual orientation, religion, age, familial status, or disability, as required by 24 CFR Part 578.93(c).
  - b) The agency informs the jurisdiction responsible for their Consolidated Plan if they encounter a condition or action that impedes fair housing choice for current or prospective program participants.

- c) Program participants are provided information on rights and remedies available under applicable federal, state, and local fair housing and civil rights laws.

## **G) CLIENT RIGHTS AND PROTECTIONS**

- 1) The agency has a written document outlining clients' rights, including rights to file a grievance or appeal an agency decision, posted in a visible and accessible location, read and otherwise made known to clients upon admission, with accommodation for literacy and language barriers. All clients are offered a copy of the clients' rights and grievance documents upon intake, including instructions for grievances and appeals, and that identifies the agency clients' rights officer.
- 2) The agency has a non-conflicted client rights officer available to clients for advice and assistance or has a formal arrangement with a third party to support clients who file a grievance or otherwise are seeking advice and assistance related to their rights
- 3) At minimum, all program clients have the following rights:
  - a) Clients have the right to be treated with dignity and respect;
  - b) Clients have the right to physical privacy;
  - c) Clients have the right to be treated with cultural sensitivity;
  - d) Clients have the right to self-determination in identifying and setting goals without preconditions on housing assistance;
  - e) Clients are clearly informed, in understandable language, about the purpose of the services being delivered, including clients who are not literate and/or are limited-English proficient;
  - f) Clients have the right to confidentiality and information about when confidential information will be disclosed, to whom and for what purpose, as well as the right to deny disclosure;
  - g) Clients have the right to reasonable access to records concerning their involvement in the program;
  - h) Clients have the right to have an advocate present during appeals and grievance processes;
  - i) Clients have the right to choose their own housing, within reasonable limits, and to reject substandard housing.
- 4) Program services are not denied because a client is unable to pay for the service unless the program is authorized to charge program fees by local funders and the CoC/SSF.
- 5) The agency has a grievance policy and procedure for addressing alleged violations of clients' rights.
- 6) The agency appeals policy and procedures specifically address program service denial and program involuntary exits.
- 7) The agency follows appropriate due process when handling grievances and appeals and when deciding to restrict clients from services. The program observes the following elements of due process:
  - a) An appeal/hearing before someone other than and not subordinate to the original decision maker, in which the client is given the opportunity to present written or oral objections to the decision;
  - b) Opportunity for the client to see and obtain evidence relied upon to make the decision and any other documents in the client's file prior to the hearing, including a written notice to the client containing a clear statement of the reasons for the decision;
  - c) Opportunity for the client to bring a representative of their choice to the hearing;
  - d) A prompt written final decision.
- 8) Programs do not deny admission for reasons unrelated to program eligibility criteria.
- 9) Agency programs participating in CAS adhere to CAS procedures for client grievances, including advising clients of their rights to access system-level grievance processes when a client is not in agreement with agency level grievance outcomes.
- 10) Service restrictions and appeals are reviewed at least annually by administrators or through a quality assurance process. The governing board (or its agent) evaluates all grievances to identify patterns and make corrections. When a service



restriction is in effect, the client is informed of the reason, conditions for lifting the restriction, and right to appeal, including who to contact regarding an appeal and information about the appeal process.

- 11) Children and youth have access to public education and receive assistance exercising their rights as protected by the McKinney-Vento Homeless Assistance Act of 1987, as amended, Title VII, Subtitle B; 42 U.S.C. 11431. Heads of households are advised of their rights as they relate to the public education system, connected with school liaisons as appropriate, and offered a list of resources for school-age children.
- 12) The agency has a written policy, procedure and process for reporting child and elder abuse.

## **H) PROFESSIONAL DEVELOPMENT AND TRAINING**

- 1) The agency has a staff training plan that identifies core staff competencies relative to each program type and target population(s) served and related agency/program training requirements for each program staff position.
- 2) Staff attend applicable system trainings and capacity building activities as communicated by SSF/CoC.
- 3) All staff directly providing or overseeing assistance for people at-risk of or experiencing homelessness have the minimum skills and competencies necessary to meet these standards and other federal, state or local regulations. At minimum, direct service and supervisory staff are trained annually, or as indicated, and are provided regular training opportunities to promote competency in the following areas generally (unless not relevant) and specific to their role and program type:
  - a) Sacramento Homeless Response System 101
  - b) CAS screening, assessment, referral protocols (as applicable, per CAS training requirements)
  - c) HMIS end user training (as applicable, per HMIS training requirements)
  - d) Emergency evacuation procedures (facility-based programs only)
  - e) Agency and program policies and procedures
  - f) Cultural competency, inclusive of race, ethnicity, gender identity, sexual orientation, national origin, religion, and other relevant population characteristics
  - g) Subpopulation disparities and equity, including implicit bias
  - h) Housing First principles and practices
  - i) Ethical practices
  - j) Trauma-informed care
  - k) Harm reduction
  - l) Motivational interviewing
  - m) First Aid and CPR
  - n) Mental Health First Aid
  - o) Non-violent crisis intervention and de-escalation techniques
  - p) Overdose detection and response
  - q) Domestic and intimate partner violence
  - r) Child and elder/dependent adult abuse and mandatory reporting
  - s) Other applicable federal/state/local mandatory reporting requirements (e.g., Duty to Warn)
  - t) Disease prevention and universal precautions
  - u) Self-care and professional boundaries
- 4) Additional training requirements specific to each program type are included in the next section of this document.

- 5) Sacramento CoC/SSF, City of Sacramento, Sacramento County may establish and require participation in specific training for funded entities. Participation in training may be required before beginning certain programs or roles and may be required at times that practices or policies change or as refreshers over time.
- 6) Agencies maintain a log or other similar record of training each staff member has successfully completed. This is maintained in the personnel file or through a separate tracking system.

## **I) PROGRAM ACCESS, SERVICES, AND OPERATIONS**

- 1) Coordinated Access System (CAS)
  - a) Access to programs is provided in accordance with federal, state and local funding requirements, as applicable, and the CoC's Coordinated Access System policies and procedures, which may include program and/or sub-population specific coordinated access and program enrollment protocols as authorized by program funders. CAS policies and procedures adhere to the federal requirements in [HUD Notice CPD-17-01](#) Notice Establishing Additional Requirements for a Continuum of Care Centralized or Coordinated Assessment System.
  - b) Agency and program staff are trained in and adhere to all CAS policies and procedures.
  - c) Programs use applicable screening, prioritization, and triage tools with clients that are consistent with CAS policies and procedures and related training requirements.
- 2) Client screening, assessment, and intake processes include culturally and linguistically competent questions for all persons that are trauma-informed, necessary, and support efforts to quickly prevent or end homelessness, stabilize in housing, and obtain other assistance clients want and need.
- 3) Programs have written, up-to-date policies and procedures that include all program policies and procedures for services and operations. At minimum, the agency has policies and procedures related to those below that are consistent with Sacramento Community Standards:
  - a) Program eligibility
  - b) Program access, intake, and assessment
  - c) Program services and supports
  - d) Program facilities
  - e) Program exit/transition
  - f) Client rights, grievances, and appeals
  - g) Conflict of interest
  - h) Religious participation
  - i) Non-discrimination and equal opportunity
  - j) Drug-free workplace
  - k) Weapons and firearms
  - l) Disaster recovery and crisis communication
  - m) Communicable disease detection, control, and reporting
  - n) Staff professional development and training
  - o) Program evaluation and quality improvement
  - p) Indirect Cost Allocation Plan, if applicable
  - q) Finance/Accounting manual, including, but not limited to:
    - i) Financial controls and oversight
    - ii) Equipment purchases

- iii) Procurement and record-keeping
  - iv) Program fees, if applicable
  - r) Housing First, harm reduction, trauma-informed care, and related evidence-based engagement and service practices
  - s) Cultural competency
  - t) HMIS collection, consent, privacy/confidentiality, security, data sharing, and data quality
  - u) Holding funds or possessions on behalf of clients
  - v) Housing of minority clients in areas of non-minority concentration (TH, RRH, PSH)
  - w) Access to education (programs serving children)
  - x) Child and elder abuse and mandatory reporting
  - y) Income determination (for income-based assistance)
  - z) Tenant relocation plan (PSH, TH)
  - aa) Emergency Transfer Plan (as required by VAWA for PSH, TH, RRH, HP)
  - bb) Fire safety (single-site PSH, TH, shelters, and all on-site service locations)
  - cc) Disaster recovery and crisis communications plan
  - dd) Client financial assistance application processing and approval
  - ee) Privacy/disclosure of protected personal information (PPI), including client requests for and disposal of PPI
  - ff) Reasonable accommodations and ADA compliance
- 4) Programs have a protocol for accessing translation services for persons with limited English proficiency.
  - 5) Programs offer a timely, responsive, professional, and trauma-informed line of communication upon initial contact with clients to support an atmosphere of trust, safety, dignity, and self-determination.
  - 6) Programs adhere to and use a Housing First model, working to efficaciously prevent literal homelessness or place people experiencing homelessness in housing without preconditions on housing assistance and with the supports people want and need to remain safe and stably housed. Quick resolution of housing crises is the central priority of all programs. This includes programs with more focused programming for sub-populations, such as people desiring a sober living environment while seeking safe and stable long-term housing. Such programs work in concert with other system programs to ensure low-barrier access to temporary and permanent housing, regardless of successful participation in or completion of program services, and in accord with established best practices.<sup>1</sup>
  - 7) Consistent with programs receiving federal funding, programs may not require any program participant to participate in supportive services (or be compliant with medications they are prescribed) that are related to a participant's disability, except where required by funding or otherwise authorized by the CoC and program funders. Examples of disability-related services include, but are not limited to, mental health services, outpatient health services, and provision of medication (as provided to a person with a disability to address a condition caused by that disability). However, if the purpose of the program is to provide substance abuse treatment services, the program may require participants to take part in substance abuse treatment services as a condition of continued participation in the program. If the purpose of the program is not targeted to people with substance abuse histories, then the program may not require participation in substance abuse treatment services.

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<sup>1</sup> See: *Recovery Housing Policy Brief*, U.S. Department of Housing & Urban Development.  
<https://files.hudexchange.info/resources/documents/Recovery-Housing-Policy-Brief.pdf>

- a) Other non-disability related services (e.g., parenting classes, employment readiness services) are generally not required, unless authorized by the CoC and program funders, such as in situations involving imminent health or safety risks, including imminent loss of housing or shelter.
- 8) Homeless status or at-risk of homelessness status is documented at program enrollment as required by HUD and approved and standardized by SSF/CoC (See Appendix A).
- a) Documentation is maintained in accordance with HUD recordkeeping requirements. Duration or Episodes of Homelessness are certified and documented in accordance with HUD's December 2015 [Final Rule on Defining Chronically Homeless](#).
- 9) Programs have written client eligibility criteria consistent with CoC and funder requirements appropriate for the target population and consistent CAS policies and procedures. The admissions policy, including re-entry policies and procedures, is posted. The program does not deny admission unless there are specific documented restrictions applicable to the Program due to financing, health and safety, and/or programmatic issues.
- 10) Programs have an adequate number of program staff in relation to the number of clients served. The required client/staff ratio is set by agreement with one or more local funders and/or the CoC/SSF, including on-site and on-call staff, and is documented in a weekly staff schedule. The agency has a staff coverage plan for weekend and seasonal changes and plans for staff back-up and on-call coverage, as described in funding agreement(s).
- 11) Programs with on-site service facilities, shelters, and housing programs have requisite staffing and readiness to assist people experiencing a medical or behavioral health emergency at those locations, including but not limited to:
- a) At least one staff person on duty at all times with verifiable training in emergency first aid, CPR, and emergency evacuation procedures.
  - b) An [OSHA-compliant First Aid Kit](#) accessible to staff and residents and stocked with sufficient supplies to handle multiple incidents.
  - c) NARCAN and fentanyl test strips available and with staff trained to use both.
- 12) Programs have an up-to-date fire and disaster safety plan that staff receive training on and adhere to.
- a) In congregate shelters or single structures, there are records of an annual fire inspection, a posted evacuation plan in symbols that all residents can understand, a fire detection system, regular fire drills, and adequate fire extinguishers.
  - b) In non-congregate units, there are smoke detectors on each occupied level of each unit and posted evacuation plans.
- 13) Site-based programs have staff who monitor the facility entrance and ensure secure and safe entry and egress to the building by program clients, staff, and authorized visitors.
- 14) If the program holds funds or possessions on behalf of clients:
- a) There is a written policy and procedure describes how and when the funds or possessions are promptly returned upon the client's request and how such requests and dispositions are documented and monitored by program management.
  - b) The program has a written recordkeeping system for tracking receipt and return of funds or possessions held on behalf of clients.
  - c) There is a record of accountability for any money management/payee programs for clients' funds or possessions turned over to the program for safekeeping.
  - d) Clients are advised verbally and in writing how to obtain their possessions and funds, including after program exit. There is an easily understood and accessible process for getting funds/possessions back from program staff.
  - e) When exiting, clients have a reasonable amount of time and are supported by program staff in obtaining and moving possessions.
- 15) The agency distributes unbiased legal rights brochures to clients that cover topics such as landlord-tenant law, consumer protection, and other relevant topics.

- 16) Programs screen every client for immediate critical needs at intake and make referral to appropriate supportive service and mainstream benefit assistance providers relevant to addressing client housing barriers and/or critical service needs. Program staff help clients determine if they may be eligible for benefits and services and provide assistance to obtain necessary documentation and complete benefit applications. Clients are connected to SOAR-certified workers to navigate Social Security application processes.
- 17) Programs refer clients to other services as needed and desired, including but not limited to: legal services; mediation services; employment search and retention assistance; education and workforce training opportunities and supports; behavioral and physical health care services and treatment programs; transportation services; material assistance programs; adult/children's protective services; and basic financial planning.
- 18) The agency makes referrals to places that provide targeted services to represented sub-populations including, but not limited to: Youth (24 and under), LGBTQIA+, New Americans, Pregnant Women, Persons of Color, Survivors of Human Trafficking, Former Foster Youth (under age 22), Veterans, and Restored Citizens.
- 19) As applicable, programs comply with the requirements of the Violence Against Women Act (VAWA).
  - a) The agency has a written emergency transfer plan. The plan identifies program participants who are tenants and who are eligible for emergency transfer, documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to tenants on safety and security.
  - b) Program participants are provided the VAWA Notice and Transfer Request Form upon program admission or denial and at eviction or termination. Client files contain notification of VAWA forms at exit.
  - c) Survivors of domestic violence, dating violence, sexual assault, or stalking can request an emergency transfer from the current unit to a new unit.
  - d) Emergency transfer requests are managed in accordance with VAWA and CAS policies and procedures.
  - e) VAWA protections are included in all leases and housing assistance contracts between agencies and housing owners/landlords, and in all leases or rental assistance contracts with tenants. Except for tenant-based rental assistance, this must include the right to break the lease without penalty if the tenant qualifies for an emergency transfer.
- 20) As applicable, programs comply with all lead-based paint requirements, including those specifically pertaining to federal Emergency Solutions Grants (ESG) Program- and CoC Program-funded prevention, shelter, transitional housing, and permanent housing activities. Lead-based paint requirements apply to all units built before 1978 that are OR CAN BE occupied by families with children less than 6 years of age or pregnant women. Even if a unit is not currently occupied by a family but is large enough or configured such that a child under the age of 6 or a pregnant woman can be living or spending time, then the unit needs to meet lead-based paint requirements. For all practical purposes, the requirements apply to any unit built prior to 1978.
- 21) Programs provide reasonable access to a public or private telephone for use by clients and phones are readily accessible for 911 / emergency calls.
- 22) Facilities are clean and in good working order, and each client has access to sanitary facilities that are in proper operating condition, private, and adequate for personal cleanliness and disposal of human waste.
  - a) Programs maintain adequate restrooms, showers (as applicable based on Program type), and hygiene supplies to meet the needs of clients, staff and visitors and that are consistent with local building codes, the American with Disabilities Act, and other applicable local, state, and federal requirements, including but not limited to:
    - i) An adequate number showers and toilets for clients served by and/or housed in the facility.
    - ii) Restrooms and showers accessible to and that affirm clients based on their identified gender. Where possible, restrooms include a single stall option and are labeled as all-gender with a simple sign. Where and when accommodations need to be made for individual clients, they are client- and trauma-informed.
    - iii) Warm and cold running water and drinking water free from contamination.
  - b) Programs with facilities providing services to children ensure:
    - i) There are childproof electrical outlets;
    - ii) Precautions are taken to prevent children from falling out windows;



- iii) Precautions are taken to ensure children are not able to lock themselves in any rooms;
  - iv) Precautions are taken to protect children from burns;
  - v) Precautions are taken to protect children from injury from fans;
  - vi) The facility restricts access to areas or equipment that could be harmful to children; and
  - vii) There is an area for children to nap without disturbance.
- 23) The agency and any housing units comply with all applicable building, housing, zoning, environmental, fire, health, safety, and life safety codes, Americans with Disabilities Act policies, Section 504 of the Rehabilitation Act, and fair housing laws.
    - a) Site-based programs with clients have Building and Occupancy Permits posted consistent with applicable local codes and ordinances.
  - 24) The agency has written policies and procedures for, trains staff on, and adheres to Universal Precautions Procedures as required by Occupational Safety and Health Administration (OSHA), is in compliance with applicable Public Health standards, and address the identification, treatment, control, and reporting of communicable diseases.
    - a) The agency consults with local public health departments or other appropriate entities on sanitation, communicable diseases, hazardous material storage and use, and food handling.
    - b) Cleaning supplies and other toxic chemicals are kept in areas not accessible to clients without staff assistance. The facility has spill kits or other appropriate protocol for handling toxic substances, such as drain opener, oven cleaner, or bleach.
    - c) The agency reports communicable diseases to local public health officials and SSF/CoC (via a major/unusual incident report) when detected no later than the end of the next business day.
  - 25) As applicable, programs have food preparation areas that contain suitable space and equipment to store, prepare, and serve food in a safe and sanitary manner and meet local code.
  - 26) Programs ensure exits, steps, and walkways are clear of debris, ice, snow, and other hazards. There is a process in place to maintain clear walkways. Steps have treads or similar accommodation to prevent slipping. All walkways are kept in safe condition regardless of the season. The facility has a plan for ensuring that debris is regularly removed from walkways.
  - 27) Staff have keys to all locks in the facility. In independent units, clients are responsible for locking their unit, but staff maintains the ability to access units when needed and consistent with landlord-tenant law where applicable.
  - 28) The agency has done radon testing and made any necessary remediation in buildings where clients have access to a basement.

## **J) RECORDKEEPING**

- 1) Programs collect and record data in HMIS according to HMIS standards.
  - a) Programs have confidentiality policies that at minimum are consistent with HMIS privacy and security requirements, make certain that files are kept in a secure or locked location, and ensure that verbal communication of confidential information is done in such a way that avoids unintended disclosure.
- 2) Programs maintain participant eligibility documentation specific to each applicable homeless and/or at-risk category served.
- 3) Programs maintain records to document services provided to each program participant with client files that include at minimum:
  - a) Standard program documentation, such as participant emergency contact information, participant consent forms for information collection and sharing, program intake/assessment, individualized housing/service plan, case notes, program exit/termination forms, appeals and grievance forms and responses.
  - b) Information about services provided including up-to-date case notes that record client and service provider contacts and client progress toward obtaining and, where applicable, maintaining permanent housing.

- i) Case notes that are concise, factual, relevant, and legible. Case notes include details of client progress including housing stabilization once clients move into housing.
- 4) Programs maintain records to document shelter and housing eligibility and compliance with applicable local, state, and federal requirements (e.g., habitability inspection forms, FMR and rent reasonableness documentation), as applicable.
- 5) Records containing client information are kept in a secure location and locked (or capable of being locked) to maintain confidentiality.

## ADDITIONAL STANDARDS BY PROGRAM TYPE

### 3) HOMELESSNESS PREVENTION AND DIVERSION

#### A) PURPOSE OF HOMELESSNESS PREVENTION AND DIVERSION

- 1) **Homelessness prevention:** Homelessness prevention programs assist people who are imminently at-risk of literal homelessness with housing problem solving, temporary financial assistance, information and referral to other resources, and time-limited housing stabilization assistance.
- 2) **Diversion** is the most targeted form of homelessness prevention and involves strategies and practices seeking to assist people to resolve their immediate housing crisis by accessing a safe and appropriate housing alternative versus entering emergency shelter or otherwise staying in a place not meant for human habitation that night. This typically occurs at the point people request emergency services, such as access points, entry into emergency shelter, or could take place in a day center or through outreach before a person spends a night unsheltered. A household is “diverted” if they face imminent literal homelessness (e.g., tonight) and are instead supported and able to identify a safe and appropriate alternative to literal homelessness.

#### B) KEY PERFORMANCE INDICATORS

- 1) Key performance indicators for **homelessness prevention** include, but are not limited to:
  - Active caseload rate (%)
  - Average length of participation
  - Successful outcomes (#, %)
  - Successful housing outcomes (#, %)
  - Subsequent homelessness (%)
  - Cost per household
- 2) Key performance indicators for **diversion** include, but are not limited to:
  - Successful diversion outcomes (#, %)
  - Average wait-time
  - Subsequent homelessness (%)
  - Cost per household

#### C) STAFFING REQUIREMENTS

- 1) Staff providing or supervising program services (“direct service staff”) complete training as indicated in Section 2: General Standards and the following trainings on an annual basis:
  - a) Housing problem solving and other complementary crisis intervention approaches.
  - b) Housing-focused case management approaches and standard practices.
  - c) Community prevention and housing stabilization resources and referral protocols.
  - d) Outreach, shelter, and other crisis response services and referral protocols.
  - e) Fair housing, landlord/tenant law, rights and responsibilities.
  - f) Home visitation safety and ethics.
  - g) Program financial and rental assistance requirements and uses, including but not limited to initial and ongoing eligibility criteria, program requirements, and assistance maximums.
- 2) Program has routine ways to keep staff regularly updated on new strategies, policies, and housing assistance options in the community, including related housing assistance eligibility criteria, referral and application processes.

- 3) Program direct service staff provide screening, intake/assessment, housing problem solving, access to financial assistance, including connection to community and mainstream resources, and time-limited housing-focused case management and stabilization assistance.
- 4) In general, each full-time equivalent program direct service staff maintains a small active caseload (e.g., 20 households) to ensure individualized service delivery.
- 5) The program designates staff or partners with a third-party provider whose responsibility is to identify and recruit landlords and encourage them to rent to homeless households served by the program.
  - a) Staff working with landlords have the knowledge, skills, and agency resources to understand landlords' perspectives, understand landlord and tenant rights and responsibilities, and negotiate landlord supports.
  - b) A program may have dedicated staff for whom this is the primary responsibility. If a program does not have a dedicated staff person(s) or does not partner with a third-party provider, then case managers fulfill this function, with responsibilities including landlord recruitment and negotiation.

## D) PROGRAM ACCESS

- 1) Programs are accessed via referral from the Sacramento Coordinated Access System (CAS), including 2-1-1 and affiliated CAS access points, and/or other referral pathways approved by program funders. Referral partners use standard screening criteria and triage tools when provided by CAS to identify and refer potentially eligible households.
  - a) Referrals to homelessness prevention programs are responded to within 2 business days.
  - b) Referrals to diversion programs are responded to same-day and per diversion performance standards for call wait times.
- 2) Programs use standardized, brief screening questions when provided by CAS to determine household needs and eligibility.

## E) ELIGIBILITY AND PRIORITIZATION

- 1) For ESG-funded homelessness prevention programs, assistance may be provided to households who meet the criteria under the federal At Risk of Homelessness definition<sup>1</sup>, or who meet the criteria in paragraph (2), (3), or (4) of the federal homeless definition and have an annual income below 30% of Area Median Income (AMI). Eligibility documentation requirements vary depending on which criteria are met. For Homeless Category 2, the household will lose their housing within 14 days while for At Risk Category 1C, the household has been notified in writing that their right to occupy housing will be terminated within 21 days.
- 2) Homelessness prevention programs that are funded through other local, state, private, or other federally funded sources may use the above standards for ESG Programs or may establish their own standards regarding participant eligibility in alignment with funding source requirements.
  - a) Programs that establish their own standards ensure that they are targeting homelessness prevention resources to individuals and households most in need of assistance. It is recommended that all homelessness prevention programs serve households with an annual income that is no greater than 60% of AMI and who lack other viable housing options and resources to ensure homelessness prevention resources are prioritized for those households at greatest risk of experiencing homelessness without assistance.
- 3) Prioritization for homelessness prevention assistance is provided for households who meet prioritization criteria as determined for CAS.
- 4) Households are eligible for diversion assistance based self-reported initial circumstances indicating imminent literal homelessness as determined for CAS.
- 5) Prioritization for more intensive or extended diversion assistance is provided for households who meet prioritization criteria as determined for CAS.

## F) HOMELESSNESS PREVENTION AND DIVERSION ASSISTANCE

- 1) **Assessment:** A collaborative, housing-focused assessment is conducted to determine each household's situation including current household safety, housing conditions, options and resources via a housing problem-solving

conversation and screening/assessment/intake within 72 hours of program enrollment. Other assessments completed prior to housing are limited and focus on those things necessary to support the immediate or otherwise critical health and safety needs of participant household members while resolving the housing crisis as quickly as possible.

- 2) **Housing problem solving (HPS):** HPS is used as the primary form of assistance to stabilize existing housing or secure new temporary or permanent housing through non-financial means such as conflict resolution, landlord/tenant mediation, information and referral, and use of the household's natural supports. Housing problem solving and other resources are used prior to offering additional support services and/or financial assistance.
- 3) **Homelessness prevention only:**
  - a) **Housing-focused case management:** Participants are offered, but not required to participate in services that they need to attain and stabilize in permanent housing.
    - i) While all participants are expected to be actively working toward obtaining permanent housing or other appropriate next step placement (e.g., treatment) as a program eligibility condition, when a participant is not progressing toward resolving their housing crisis and declines or does not engage in re-housing assistance, including housing-focused case management, program staff use evidence-based assertive engagement, motivational techniques, and other strategies to build rapport, trust, and an understanding of how best to support the participant to resolve their housing crisis.
    - ii) Housing-focused case management is provided by program staff consistent with CAS policies and procedures for prevention assistance. Assistance is provided on a regular basis and the program routinely documents the content and outcome of case management meetings.
      - (1) Services are available during normal business hours. After-hours requests are directed to other available assistance, including 211/CAS, as needed. Evening and weekend hours are strongly encouraged.
      - (2) Staff provide services over the phone or in-person at authorized service locations.
    - iii) **Core housing-focused case management services include:**
      - (1) Development of an individualized housing plan based on the housing-focused assessment that accounts for client preferences and abilities and addresses housing barriers related to income, credit, rental history, criminal history, and other conditions or circumstances presenting a barrier to housing, along with other immediate service needs and supports.
        - (a) The plan identifies the support and services the program and program service partners will provide to help individuals find and keep permanent housing and address other critical and immediate service needs.
        - (b) The plan accounts for participant preferences/choices and includes only goals created with and agreed to by the participant.
        - (c) Though income is not a requirement at the beginning of a program, case managers help participants review their budgets, including income and spending, to make decisions about reducing expenses and increasing income. Options include benefit enrollment and increasing employment and earnings over time.
      - (2) Assistance with meeting basic needs upon move-in to new housing, such as securing basic furnishings for an apartment, including mattresses and basic kitchen items such as a pot for cooking and utensils.
      - (3) Assistance with basic tenancy skills and learning opportunities that can include instruction or guidance on basic landlord-tenant rights and responsibilities, requirements, and prohibitions of a lease, and meeting minimum expectations for care of the housing unit, such as not causing damage.
        - (a) As needed, program staff work directly with the participant and landlord to resolve tenancy issues (e.g., failure to pay rent, unit damage, disturbing quiet enjoyment of others) when they occur to maintain the participant's tenancy.
        - (b) The program works quickly to identify a corrective course of action, and, without breaking a participant's confidentiality, keeps the landlord and participant informed about the program's action to mitigate the situation.



- (4) Screening and assistance to access other community and mainstream housing assistance, public benefits, services, and resources for which they qualify.
- (5) Additional housing stabilization assistance as needed and desired, such as access to legal services for tenants facing eviction, landlord mediation services, housing relocation support, and referrals to code enforcement, public health or other agencies when housing conditions may be unhealthy or potentially unsafe.
  - (a) The program has resources and/or is able to connect participants to other community resources that help participants resolve or navigate tenant problems (e.g., rental and utility arrears, unit upkeep).
- iv) The program has clearly defined relationships (e.g., via a written Memorandum of Understanding (MOU)) with healthcare, employment, income, and other mainstream and community programs and resources that it can connect program participants to when appropriate and desired.
- v) Except where dictated by a funder, program participants typically direct when, where, and how often case management meetings occur. Meetings occur in a participant's home and/or in a location of the participant's choosing whenever possible and with consideration for staff safety and the appropriateness of the location.
  - (1) Staff respect a program participant's home and maintain ethical boundaries at all times, including scheduling appointments ahead of time, only entering when invited in, and respecting the program participant's personal property and wishes while in their home.
- b) **Housing navigation and landlord engagement:** The program or the program's housing navigation/landlord engagement partner offers individualized housing navigation for participants needing to secure safe, stable housing.
  - i) The program has detailed policy and procedures regarding the type of assistance provided to help households find and secure housing when relocation from current housing is needed.
    - (1) Staff explain and distribute this policy to households at entry to the program.
    - (2) Some households may decline assistance in finding housing, but the program checks their progress and offers advice and/or direct assistance if they encounter obstacles they cannot resolve independently.
  - ii) **Core housing navigation services include:**
    - (1) Housing location and counseling services to identify the most appropriate housing placement, including connection with private and public owners and rental agencies willing to provide permanent housing to participants.
      - (a) Program participants may conduct their own search and choose housing they identify independently.
      - (b) Program participants are assisted in making an informed housing choice with the goal that the participant will be able to maintain housing after program exit, even when the household may experience high housing cost burden.
    - (c) Program participants are offered multiple housing choices that meet their preferences, needs, financial means pay for housing, and match the tenant selection criteria for the housing.
      - (i) Program participants are offered information, referral, and application support to apply for any and all forms of subsidized and affordable housing the participant may potentially qualify for and according to participant preferences and needs.
      - (ii) The program honors participant choice in housing selection and uses housing and budgeting plans with participants to help examine housing options, costs, and strategies for maintaining housing post-program exit.
        - 1. For extremely low-income households, there is due diligence on the program's part to help participants secure income (through employment, public benefits, and/or on-going rental assistance) to support housing and other costs by program exit.
        - 2. Program participants are assisted in exploring and facilitating *shared housing* opportunities in community-based housing or through master-leasing.

- (2) Assistance with obtaining needed documentation, completing housing applications, appealing application rejections, and negotiating rental agreements.
- (3) Assistance with the move-in process, including identifying resources for basic furnishings, accessibility modifications, or other expenses.
- (4) Support in understanding basic landlord-tenant rights and responsibilities and lease requirements.
- iii) The program has written policies and procedures for landlord recruitment activities, including screening out potential landlord partners who have a history of poor compliance with their legal responsibilities and fair housing practices.
- iv) **Core landlord engagement services include:**
  - (1) Continual engagement, recruitment and retention of landlord partners and methods of tracking landlord partners and unit vacancies, unit locations, characteristics, and costs.
  - (2) A standard, basic level of support offered to all landlords who lease to program participants.
    - (a) This support is detailed in a written policy or other descriptive material distributed to landlords. Programs can negotiate additional supports, as needed, on a case-by-case basis.
  - (3) Timely response (e.g., within one business day) by program staff or a service partner to address landlord calls about serious tenancy problems and to offer support to resolve conflicts around lease requirements, complaints by other tenants, and timely rent payments.
  - (4) In the case of households at risk of eviction, proactive attempts to secure commitment from landlords not to pursue eviction/canceling of the lease after payment. Whenever possible, programs negotiate move-out terms and assist the person/household to quickly locate and move into another unit without an eviction in coordination with landlord partners.
- c) **Financial and rent assistance:** The program or the program's financial and rent assistance partner provides financial assistance for housing costs, which may include security deposits, utility deposits, short- and medium-term rental assistance payments, rent arrears, utility arrears, and rental application fees, subject to funding limitations, requirements, and availability.
  - i) The program has established maximum amounts and maximum number of times a participant may be assisted within a given period (such as applications per year) in accordance with the standards below, funding requirements and limitations, and evidence-based, progressive assistance practices.
    - (1) When providing temporary financial assistance, the program takes into consideration whether the participant's housing situation is likely to be sustainable after support is received. Concern that the situation may not be sustainable in the long term is not a basis for refusing assistance but may be used to recommend or require creation of a housing stability plan with goals for income increases, cost decreases, and/or location of alternative housing.
    - (2) The program has clearly defined policies and procedures for determining the amount of financial assistance provided to a participant, as well as defined and objective standards for when case management and financial assistance should continue and end.
      - (a) Guidelines are flexible enough to respond to the varied and changing needs of program participants, including when participants enter the program or subsequently have zero income. An individualized, flexible ("progressive") approach is used whenever possible to determine the amount and duration of rent and financial assistance. Assistance is not a standard "package" and is flexible enough to adjust to households' unique needs and resources, especially as participants' financial circumstances or housing costs change.
      - (b) Policies detailing this progressive approach include clear and fair decision guidelines and processes for reassessment for the continuation and amount of financial assistance.
      - (c) Policies and procedures also detail when and how assistance is used as a bridge to a permanent subsidy (e.g., Housing Choice Voucher).

- (3) The program has the capacity to pay reasonable back rent and utility arrears that directly prevent a participant from being able to sign a lease.
- (4) If participants are expected to pay an amount toward their housing, the program has written policy and procedures for determining that amount, and it is an amount that is reasonable in relation to participant income.
- (5) Each program participant receiving rental assistance has a legally binding, written lease for the rental unit, unless the assistance is solely for rental arrears. The lease is between the owner and the program participant, unless otherwise allowed by program funders (e.g., master lease arrangements).
- (6) Participants receiving more than one-month rental assistance are required to meet with their case manager at least once per month.
- (7) Financial and rental assistance are offered progressively and as needed. Reassessment and adjustment of rental assistance occurs at least every three months.
- (8) The program issues checks quickly and on time and has the capacity to track payments to landlords and other vendors.
- (9) Rental assistance is only provided if the total rent for the unit does not exceed the fair market rent (FMR) established by HUD and complies with HUD's standard of rent reasonableness, unless a waiver is in effect allowing for rents to exceed FMR.
- ii) Eligible participants may receive up to 24 months of rental assistance during any 3-year period.
- iii) Rental assistance agreements are required and used when providing rental assistance payments to a landlord.
  - (1) The rental assistance agreement must provide that, during the term of the agreement, the owner must give the rehousing agency a copy of any notice to the program participant to vacate the housing unit or any complaint used under state or local law to commence an eviction action against the program participant. In such instances, program will respond to assist participants to avoid eviction and concurrently communicate with the landlord to address concerns.
  - (2) The rental assistance agreement with the landlord must terminate and no further rental assistance payments under that agreement may be made if:
    - (a) The program participant moves out of the housing unit for which the program participant has a lease;
    - (b) The lease terminates and is not renewed; or
    - (c) The program participant becomes ineligible to receive rental assistance.
  - (3) Each program participant receiving rental assistance must have a legally binding, written lease for the rental unit, unless the assistance is solely for rental arrears. The lease must be between the owner and the program participant.
- d) Program participant eligibility and the types and amounts of assistance the program participant needs are re-evaluated and documented in the participant case file at least once every three months.
  - i) Case review and conferencing is used to guide progressive assistance (i.e., ongoing adjustment to type, amount, duration of assistance based on needs relative to obtaining and maintaining housing and achieving housing stability).
- e) For federal ESG Program-funded assistance only: When services are provided under the Homelessness Prevention component to help a program participant remain in or move into permanent housing, the ESG minimum habitability standards for housing units (including lead-based paint) apply to either the current unit (if the program participant is staying in place) or to a new unit (if the program participant is moving).
- f) For ESG-Funded rental assistance or Housing Relocation and Stabilization Services and for other non-federally funded assistance when indicated by a local funder:
  - i) Program participant eligibility and the types and amounts of assistance the program participant needs must be re-evaluated and documented in the participant case file not less than once every three months.
  - ii) Eligible participants may receive up to 24 months of rental assistance during any 3-year period.

- iii) Participants must have a written lease to receive rental assistance.
- iv) Participants receiving more than one-month rental assistance are required to meet with their case manager at least once per month.
- v) Participants are required to contribute 30% of their monthly adjusted income towards rent at minimum and seek to take on full rent as quickly as possible.
- vi) Rental assistance is only provided if the total rent for the unit does not exceed the fair market rent (FMR) established by HUD and complies with HUD's standard of rent reasonableness, unless a waiver is in effect allowing for rents to exceed FMR.
- vii) The program complies with all other applicable ESG Program and/or CoC Program requirements for financial and rental assistance.

## **G) PROGRAM EXIT**

- 1) Standard indicators of housing stability and crisis resolution are used to guide case closure decisions and account for participant preferences, lease-compliance, ability to pay housing costs, other conditions or issues that may affect housing stability in the near-term, and the related need for further assistance.
- 2) Program supervisors review and approve all decisions for case closure and program exit.
- 3) When closing a case, information is provided to participants about how they can access assistance from the program again if needed and what kind of follow-up assistance may be available.
  - a) In instances when a participant is at imminent risk of returning to homelessness, the program has the capacity to either directly intervene or provide referral to another prevention resource.
- 4) When closing a case, information is provided to landlords about how they can contact the program again if needed and what kind of follow-up assistance may be available.
- 5) For ESG-Funded rental assistance or Housing Relocation and Stabilization Services only: When terminating assistance to a program participant, the program at a minimum, follows a process that provides:
  - a) Written notice to the program participant containing a clear statement of the reasons for termination;
  - b) A review of the decision, in which the program participant is given the opportunity to present written or oral objections before a person other than the person (or a subordinate of that person) who made or approved the termination decision; and
  - c) Prompt written notice of the final decision to the program participant.

## 4) STREET OUTREACH

### A) PURPOSE OF STREET OUTREACH

- 1) **Street outreach** programs offer mobile services to engage and assist unsheltered individuals and families experiencing homelessness within the CoC's geographic area, including those least likely to request assistance. Services typically include engagement, connection to emergency shelter, housing, critical/crisis services, basic needs support, and urgent, non-facility-based care. The standards in this section pertain to Street Outreach programs that are housing-focused versus programs that exclusively focus on healthcare, material or food assistance needs, or other non-housing related needs.

### B) KEY PERFORMANCE INDICATORS

- 1) Key performance indicators for **street outreach** include, but are not limited to:
  - Active caseload rate (%)
  - Average length of participation
  - Successful outcomes (#, %)
  - Successful housing outcomes (#, %)
  - Returns to homelessness (%)
  - Cost per household

### C) STAFFING REQUIREMENTS

- 1) Street outreach workers complete training as indicated in Section 2: General Standards and the following trainings on an annual basis:
  - a) Housing problem solving and other complementary crisis intervention approaches.
  - b) Community prevention and housing stabilization resources.
  - c) Shelter and other crisis response services and referral protocols.
  - d) Street outreach staff safety.
  - e) Assertive and meaningful engagement strategies.
  - f) Fair housing, landlord/tenant law, rights and responsibilities.
- 2) Street outreach workers who are housing-focused (exclusively or in conjunction with other service providers) provide screening, intake/assessment, housing problem solving, time-limited housing-focused case management and stabilization assistance, access to financial assistance, and connection to community and mainstream resources.
- 3) Each full-time equivalent street outreach worker who is housing-focused generally can serve no more than 40 active cases, though in general active caseloads may be much smaller depending on the service needs of participants, including for those needing only one-time or very short-term assistance.

### D) PROGRAM ACCESS

- 1) Street outreach staff generally work in groups of two. Four or more outreach staff generally do not approach the same unsheltered person at the same time.
- 2) Except in limited circumstances, street outreach staff exit their vehicles to engage with people who are unsheltered.
- 3) Initial engagement may occur in outdoor locations, drop-in centers, and other public locations (e.g., fast food restaurants), or locations that are both accessible and safe for staff and clients. Follow-up engagement may occur in sheltered locations as necessary.
- 4) Street outreach staff verbally identify themselves, the organization they work for, and the intention of their engagement in every encounter with an unsheltered person they have not previously engaged with during street outreach.



- 5) Participating in street outreach services is voluntary. Street outreach workers seek and record consent (which can be verbal but must be documented) to engage with unsheltered persons and their voluntary desire to engage with the street outreach workers.
- 6) In the event an unsheltered person does not wish to engage with street outreach staff, this is respected during the encounter. Street outreach workers continue to attempt engagement with people who are unsheltered and not service-connected at least every two weeks (in alignment with local Assertive Engagement principles) unless there is a system case conference decision to reduce or stop engagement attempts. In all instances, outreach staff use trauma-informed and person-centered approaches. All outreach attempts, contacts, and engagement results are recorded in HMIS and client case files.
- 7) Outreach teams check HMIS to coordinate or de-duplicate any services with other outreach teams before enrolling a new client.
- 8) For newly contacted unsheltered persons, street outreach staff ensure basic contact data and any other available Universal Data Elements are recorded in HMIS within three business days of contact. If the newly contacted unsheltered person is unable to choose whether to give consent to share their data within the HMIS their profile may be privatized according to the HMIS privacy policy and done so in accordance with current HMIS privacy training(s).

## **E) ELIGIBILITY AND PRIORITIZATION**

- 1) For ESG-funded street outreach programs: Individuals and families must meet the HUD definition of Literally Homeless (Category 1) and specifically have a primary nighttime residence that is a public or private place not meant for human habitation (unsheltered persons).
- 2) Street outreach programs that are funded through local, state, private, or other federally funded sources may use the above standards for ESG programs or may establish their own standards regarding participant eligibility in alignment with funding source requirements. Programs that establish their own standards should ensure that they are targeting Street Outreach resources to individuals and families in unsheltered situations.
- 3) Third-party documentation of literal homelessness is not required for street outreach enrollment and assistance.
- 4) Prioritization for more intensive or extended street outreach assistance is provided for households who meet prioritization criteria as established by the CoC and local funders.

## **F) STREET OUTREACH ASSISTANCE**

- 1) Each household's situation is assessed to determine current household safety, living conditions, shelter eligibility (if there is expressed interest), diversion options, and resources via a housing problem-solving conversation and screening/assessment/intake.
- 2) Housing problem solving is offered by all outreach teams and used as the primary form of assistance to engage households in identifying any safe, available housing options and to stabilize existing housing or secure new temporary or permanent housing through non-financial means such as conflict resolution, landlord/tenant mediation, information and referral, and use of the household's natural supports.
- 3) Outreach workers use system case conferencing to further problem-solve and coordinate assistance for unsheltered households as needed and consistent with system case conferencing protocols.
- 4) All assisted households are screened and connected to other community and mainstream housing assistance, public benefits, services, and resources for which they qualify and are interested.
- 5) Street outreach assistance is mobile and provided where people who are unsheltered are currently living and in locations where they are easily contacted and engaged.
- 6) Street outreach assistance is available during normal business hours. Street outreach availability after-hours and on weekends is available when requested for urgent needs and service linkage.
- 7) Street outreach teams support households who have no safe, alternative housing (temporary or permanent) to access the following assistance as quickly as possible and consistent with CAS policies and procedures:
  - a) Shelter and temporary housing assistance: emergency shelter, interim housing, and transitional housing, including hotel/motel voucher assistance.

- b) Permanent housing assistance: individualized rehousing assistance (housing search, placement, stabilization assistance, if not provided by street outreach team), permanent supportive housing, and other types of permanent housing.
  - c) Basic needs assistance, including food, clothing, supplies, and other immediate material needs for household members (including pets).
  - d) Medical and behavioral healthcare assistance.
  - e) Cash and non-cash benefits, including access to services and advocacy to obtain public benefits (e.g., SOAR).
  - f) Flexible financial assistance for needs unable to be addressed via other sources, such as application fees, storage unit costs, etc.
- 8) Street outreach teams provide transportation or offer transportation assistance to ensure immediate and ready access to needed shelter, housing assistance, and services, including support to navigate and use public transportation options and resources.
  - 9) Street outreach teams provide assistance to obtain, store and access vital documents needed for housing and services. With participant consent, Street Outreach teams upload participants' documents to their HMIS record within 3 business days of obtaining the document.
  - 10) Street outreach providers coordinate outreach assistance and attend system-level outreach coordination meetings.
    - a) Outreach teams work to coordinate with other teams that share geography to leverage expertise and de-duplicate services. Outreach teams share their schedules in each geography.

## 5) EMERGENCY SHELTER

### A) PURPOSE OF EMERGENCY SHELTER

- 1) **Emergency shelters** provide safe, temporary housing for individuals and/or families who have no alternative safe housing options while they are supported in obtaining permanent housing or access to other appropriate assistance, such as treatment. Shelters serve people who have neither a safe home nor the means to obtain other safe permanent or temporary housing. Emergency shelters may serve specific populations (e.g., families with children, single adults, transition age youth), in congregate or non-congregate facilities, and do not require occupants to sign leases or occupancy agreements. Emergency shelters seek to have low barriers to entry (without extensive requirements or rules) and, at a minimum, provide basic needs, housing-focused services, and linkage to voluntary mainstream services.

### B) KEY PERFORMANCE INDICATORS

- 1) Key performance indicators for **emergency shelters** include, but are not limited to:
  - Utilization (occupancy) (%)
  - Average length of stay
  - Successful outcomes (#, %)
  - Successful housing outcomes (#, %)
  - Negative exits (%)
  - Returns to homelessness (%)
  - Cost per household

### C) STAFFING REQUIREMENTS

- 1) Shelter direct service staff complete training within 30 days of hire as indicated in Section 2: General Standards and the following trainings on an annual basis:
  - a) Housing problem solving and other complementary crisis intervention approaches.
  - b) Community prevention and housing stabilization resources.
  - c) Proper food handling and storage if required by law. State law requires all food handlers in the state of California have California Food Handler Card. New hires have 30 days from the date of hire to obtain a card.
  - d) Equal Access, Fair Housing, and reasonable accommodation.
  - e) Emergency evacuation procedures and fire safety.
  - f) Shelter and other crisis response services and referral protocols.
- 2) The shelter has sufficient staff on duty 24 hours per day, every day, consistent with local funding requirements and applicable codes and ordinances. Non-congregate shelters may have alternative staffing plans that do not provide 24-hour staff coverage, as permitted by shelter funders.
  - a) The required client/staff ratio is set by agreement with shelter funders in consultation with the CoC/SSF, including on-site and on-call staff, and is documented in the weekly staff schedule.
  - b) There is a staff coverage plan for weekend and seasonal changes and plans for staff backup and on-call coverage.
- 3) The shelter has a supervisor/manager available on call to the program for consultation with staff about challenging participant situations and other urgent matters.
- 4) The shelter has a case consultation and conferencing policy in place that outlines situations requiring supervision, internal case conferencing, and/or system case conferencing according to system case conferencing policies and procedures.
- 5) At least one staff person on duty at all times is trained in emergency first aid and CPR.

- 6) All shelter staff are tested for tuberculosis upon hire and every 12 months and referred to any necessary follow up and/or treatment if indicated. Staff complies with any recommended follow-up testing necessary as indicated by a health care provider.
- 7) The shelter and shelter staff comply with all public health orders and infectious disease control, mitigation, and reporting requirements applicable to emergency shelters.
  - a) Staff are encouraged to obtain an annual flu vaccine and other vaccines as recommended by public health authorities and have an up-to-date record of vaccinations.
  - b) The shelter complies with [California Code of Regulations, Title 8, Section 5199](#), regarding Aerosol Transmissible Diseases (ATD) control and worker and client safety expectations.
- 8) Upon satisfactory completion of each training staff receive a verification of completion. Verification of completion is documented in employee files. All training materials are available for staff reference.
- 9) Ongoing professional development and supervision are provided by the agency and may include case conferences, case supervision, workshops, and training courses.

#### **D) PROGRAM ACCESS**

- 1) The shelter has clearly written and consistently implemented referral standards, admission policies, and hours for new participant admission. If participating in CAS, the shelter has policies and procedures for access that are consistent with and account for CAS policies and procedures for shelter referral and admission.
- 2) The shelter accepts new participant admissions (when shelter is open, and beds are available) Monday through Friday for at least a four-hour period daily. When feasible, admissions are accepted on weekends.
- 3) Denial of admission to the facility can only be based on the reasons described under Eligibility & Prioritization, below. If participating in CAS, the shelter adheres to CAS policies and procedures for denial of admission and appeals.
  - a) Any household denied entrance is informed of reason, conditions for lifting the restriction and right to appeal, including whom to contact regarding an appeal and information about the appeal process. Reason for denial is entered into HMIS to support appropriate future CAS shelter referrals for the household.
- 4) Upon admission, participants are provided with copies of the following:
  - a) Participant rights
  - b) Written program rules
  - c) Storage policy, including storage after exit
  - d) Medication storage policy
  - e) Grievance Procedure

#### **E) ELIGIBILITY AND PRIORITIZATION**

- 1) The shelter serves households who meet all of the following eligibility criteria:
  - a) Currently are in Sacramento County;
  - b) Currently unsheltered or will be unsheltered tonight if not provided emergency shelter, meaning the household:
    - i) Has no safe housing and is staying or will be staying tonight in a public or private place not designated for, or ordinarily used as a regular sleeping accommodation for human beings (e.g., a car, park, abandoned building, bus or train station, airport, or camping ground); AND
    - ii) Has no other safe housing options or resources available to secure housing tonight, including other safe, appropriate temporary accommodations while they secure more permanent housing;
  - c) Shelter, re-housing and other critical needs are best served by an emergency shelter and are not more appropriately served by another resource or system of care (e.g., domestic violence shelter, in-patient psychiatric treatment, other specialized residential care facility);

- d) Are able to care for all household members together or individually (i.e., are self-caring), including all activities of daily living and medication administration;
  - e) Consent to basic shelter rules and expectations, including actively working on an individualized housing plan to obtain permanent housing as quickly as possible and according to individual means and abilities;
  - f) Do not exhibit behavior that creates a safety or health risks for self or others;
  - g) If previously stayed in shelter and exited unsuccessfully, agree to behavior or other changes and conditions necessary to meet all emergency shelter eligibility criteria, including actively working on a housing plan to obtain permanent housing as quickly as possible according to individual needs and abilities;
  - h) Are not a convicted sex offender subject to community notification unless the shelter has received an exception to this criterion from funders and/or per CAS policies and procedures and is able to safely shelter such individuals;
  - i) Single adult emergency shelters only: Individuals who are 18 years of age or older who do not have physical custody of minor children upon entry.
- 2) Third party documentation of literal homelessness is not required for emergency shelter admission and assistance.
- 3) The shelter may deny admission for the following reasons:
- a) Household does not meet the basic eligibility criteria for shelter admission (e.g. gender, age, homeless status, domestic violence victim, etc.);
  - b) The shelter has designated funding sources with additional restrictions (e.g. VA beds that require advance approval by the VA) may deny entry to those not meeting funder requirements;
  - c) A restraining order that prohibits admission to the facility;
  - d) Documented violent or threatening behavior;
  - e) Conduct from prior stay at the shelter that puts the health and safety of staff or participants at risk (e.g. violence, weapons violations, disclosing confidential location of shelter, and egregious damage to property);
  - f) The household requires care and supervision to manage the activities of daily living (feeding, toileting, selecting proper attire, grooming, maintaining continence, putting on clothes, bathing, walking and transferring) without the appropriate support available on-site.
- 4) Prioritization for emergency shelter is provided for households who meet prioritization criteria as established in CAS policies and procedures.
- 5) Clients must continue to meet shelter eligibility criteria while residing in emergency shelter to continue staying in shelter. When a client stops meeting eligibility criteria, emergency shelter staff may initiate a shelter system exit or a shelter-to-shelter transfer consistent with CAS policies and procedures.
- a) An individual or family may stop meeting basic shelter eligibility requirements for various reasons, including but not limited to when:
    - i) A previously unavailable or new safe alternative housing option becomes available;
    - ii) An individual has sufficient resources to secure other housing, including temporary housing (e.g., motel) while they work to secure more permanent housing;
    - iii) An individual stops working to obtain permanent housing and has disengaged from rehousing assistance despite multiple and progressive documented provider engagement attempts and reasonable opportunities to engage;
    - iv) An individual demonstrates a need for a higher level of care than available in emergency shelter and such care is readily available (e.g., an individual in need of crisis stabilization for a mental health crisis and can be assisted in immediately accessing a mental health crisis bed). In such instances, staff and clients should follow CAS shelter-to-shelter transfer policies and procedures;
    - v) An individual is actively selling or distributing illegal drugs on site;
    - vi) An individual persistently violates basic shelter rules, despite clearly communicated expectations and reasonable opportunities to comply;



- vii) An individual physically threatens or assaults another person, including but not limited to sexual assault, verbally or physically threatening behaviors, which rise to the level of a “direct threat” to persons or property, as defined in paragraph (3) of subdivision (b) of Section 12179 of Title 2 of the Code of California Regulations, as well as other physical violence directed to staff, volunteers, guests, or other program participants.

## F) EMERGENCY SHELTER SERVICES

The shelter, directly and/or through third-party service partnerships, offers the following services for shelter participants.

- 1) **Assessment:** A collaborative, housing-focused assessment is conducted or updated with all participants within 5 business days of shelter entry, including evaluation of critical and immediate service needs of the household, information about past or current services received, information about housing access and retention barriers, and other information necessary to provide shelter services and to support successful and rapid placement in safe, stable housing or other appropriate next step options (e.g., treatment).
- 2) **Housing-focused case management:** Participants are offered, but not required, to participate in services that they may need to obtain and stabilize in permanent housing.
  - a) While all participants are expected to be actively working toward obtaining permanent housing or other appropriate next step placement (e.g., treatment) as a shelter eligibility condition, when a participant is not progressing toward resolving their housing crisis and declines or does not engage in re-housing assistance, including housing-focused case management, shelter staff use evidence-based assertive engagement, motivational techniques, and other strategies to build rapport, trust, and an understanding of how best to support the participant to resolve their housing crisis.
  - b) Housing-focused case management is provided by shelter staff or a third-party provider consistent with CAS Policies and Procedures for rehousing assistance. Assistance is provided on a regular basis (e.g., daily or weekly contacts) and the shelter routinely documents the content and outcome of case management meetings. Core services include:
    - i) Development of an individualized housing plan based on the housing-focused assessment that accounts for participant preferences and abilities and addresses housing barriers related to income, credit, rental history, criminal history, and other conditions or circumstances presenting a barrier to housing, along with other immediate service needs and supports desired by the participant. The plan identifies the support and services the program and program service partners will provide to help individuals find and keep permanent housing and address other critical and immediate service needs.
    - ii) Ongoing engagement and support to facilitate a match to an appropriate permanent housing placement via CAS or other means.
    - iii) Housing location and counseling services to identify the most appropriate housing placement;
    - iv) Connection with private and public owners and rental agencies willing to provide permanent housing to participants;
    - v) Assistance with housing applications and appeals and negotiating rental agreements;
    - vi) Assistance exploring and facilitating shared housing opportunities in community-based housing and through master-leasing; and
    - vii) Assistance with the move-in process, including identifying resources for basic furnishings, accessibility modifications, or other expenses.
- 3) **Service referral and coordination:** Service referral and coordination (i.e., service navigation) is available to program participants. The program has screening and triage procedures and supports participants in immediately accessing needed and desired services including completing and submitting applications for assistance.
  - a) Referral and follow-up procedures confirm participants are connected to services to which they are referred. Documentation of referrals made, and referral confirmation must be maintained in participant files.
  - b) At minimum, participants receive service referral and coordination assistance for:
    - i) **Health and wellness:** Medical health, mental health, and any needed alcohol and drug services. Program staff encourage and assist participants to obtain and maintain health insurance, obtain a primary care provider, and

access immunization services. This includes publicly posting or otherwise making available information on health-related services.

- ii) **Mainstream benefits:** Public benefits and entitlements (e.g., general assistance, SNAP, SSI/SSDI, Veteran benefits) health insurance benefits (e.g., Medi-Cal, Medicare, Covered California, etc.), childcare assistance, and other sources of cash and non-cash assistance.
  - iii) **Employment, education and life skills:** Employment development or placement programs, including federal and state funded workforce development programs and support services.
  - iv) **Transportation:** Shuttle service, bus passes, and/or car services (e.g., taxi, Uber), to support access to community-based services and housing searches. Accommodations are made for disabled persons who are unable to access general means of transportation.
- 4) The shelter enters housing-focused case management services and services referral information in HMIS according to HMIS policies and procedures.

## G) EMERGENCY SHELTER OPERATIONS

The program adheres to the following standards for operations and facilities, unless otherwise by program funders and/or due to the nature of the program facility (i.e., certain standards are applicable to only congregate shelter environments).

### 1) Facilities

- a) The proper number of beds or units are provided consistent with funder and CoC/SSF agreements.
- b) The program complies with all applicable state and local building, health, environmental, and safety standards/regulations and has Building and Occupancy permits posted.
- c) The program complies with HUD Emergency Solutions Grants (ESG) Program minimum habitability standards for emergency shelters.<sup>2</sup>
  - i) The shelter building is structurally sound to protect residents from the elements and does not pose any threat to health and safety of the residents.
  - ii) Except where the shelter is intended for day use only, the shelter provides each program participant in the shelter with an acceptable place to sleep and adequate space and security for themselves and their belongings.
  - iii) Each room or space within the shelter has a natural or mechanical means of ventilation. The interior air is free of pollutants at a level that might threaten or harm the health of residents.
  - iv) The shelter's water supply is free of contamination.
  - v) Each program participant in the shelter has access to sanitary facilities that are in proper operating condition, are private, and are adequate for personal cleanliness and the disposal of human waste.
  - vi) The shelter heating/cooling facilities are in proper operating condition.
  - vii) The shelter has adequate natural or artificial illumination to permit normal indoor activities and support health and safety. There are sufficient electrical sources to permit the safe use of electrical appliances in the shelter.
  - viii) Food preparation areas, if any, contain suitable space and equipment to store, prepare, and serve food in a safe and sanitary manner.
  - ix) The shelter is maintained in a sanitary condition.

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<sup>2</sup> <https://files.hudexchange.info/resources/documents/ESG-Emergency-Shelter-and-Permanent-Housing-Standards.pdf>

- x) There is at least one working smoke detector in each occupied unit of the shelter. Where possible, smoke detectors are located near sleeping areas. The first alarm system is designed for hearing-impaired residents. All public areas of the shelter have at least one working smoke detector. There is a second means of exiting the building in the event of fire or other emergency.
- d) The program facilities and housing are consistently maintained and in good repair. The general appearance of each service and residential building is well maintained. In addition to meeting habitability standards above, the program ensures:
  - i) The program has a written housekeeping and maintenance plan to ensure a safe, sanitary, clean, and comfortable environment.
  - ii) Bath/toilet areas, hallways, and other common use areas are cleaned daily. The program has proper trash receptacles that are emptied regularly.
  - iii) Both the interior and exterior of the facility are free of debris, clutter, and unsanitary items and there are no obvious safety risks.
  - iv) The program ensures adequate provision of pest control services.
    - (1) The program has a protocol in place for the prevention and control of bed bugs. See [best practices related to bug prevention](#).
    - (2) Twenty-four (24) hour notice is provided to participants of pest control activities unless the type and degree of infestation requires an immediate response (e.g., bed bugs).
  - v) A process for reporting maintenance concerns is posted and acknowledges that non-emergency maintenance issues reported are responded to within two days and identifies the timeframe for addressing the concern.
  - vi) Emergency maintenance items are immediately addressed.
- e) The program provides each person with at least a bed, a blanket, and pillow, all of which are clean and in good repair.
- f) The program has a sufficient supply of functionally clean and reasonably private toilets and hand wash basins, with hot and cold running water.
- g) The program has laundry facilities available to residents, or access to laundry facilities nearby.
- h) The program allows residents to use the program as a legal residence for the purpose of voter registration.
- i) The program provides access to safe drinking water at all times.
- j) Program staff have keys to all locks in the facility. In independent units, clients are responsible for locking their unit, but staff maintains the ability to always access the units.
- k) The program provides towels, soap, sanitary napkins, and toilet tissues.
- l) The program provides access to electrical outlets for charging personal devices such as cell phones and medical equipment.
- m) A telephone is available to staff for emergencies. Emergency numbers are posted by the telephone or otherwise made available to staff on duty. The program takes emergency phone messages and messages from service providers for participants in residence.
- n) The program labels all chemicals and cleaning supplies and keeps all such materials out of reach of children. Any hazardous materials are stored separate from food.
- o) Exits are clearly marked and kept clear of blockage and tripping hazards. Exit signage is consistent with all applicable codes.
- p) All steps have handrails as required by applicable codes. Steps have treads or similar accommodation to prevent slipping.
- q) If the program maintains a vehicle used for participant transport, the vehicle is properly maintained, licensed and insured. All drivers are properly licensed. Provisions are made to provide equal access to transportation services to disabled participants.

## 2) Accessibility

- a) The program conforms to all pertinent requirements of the Americans with Disabilities Act (ADA). See [ADA Checklist for Emergency Shelters](#).
- b) Beds designated as accessible comply with federal height and distance standards requiring a minimum of 36 inches between sleeping units and a sleeping surface height between 17-19 inches above the finished floor.
- c) Beds designated as accessible are prioritized for participants with disabilities. The program is encouraged to provide as many ADA accessible beds as possible, but it is not required or expected that all beds meet these requirements.
- d) Program documentation is provided in forms accessible to hearing-impaired and sight-impaired individuals, upon request.
- e) If the program provides transportation for participants, it also makes provisions for participants who need vehicles that are wheelchair accessible.

## 3) Food service

- a) If the program prepares and serves meals or provides areas for participants to prepare and consume their own meals, the program has the appropriate certifications required by local authorities to prepare, serve, and store perishable food. All food storage and serving areas comply with relevant health codes.
- b) If the program serves food prepared off site by regular donors it provides donors with a handout that details the requirements for food preparation. All food donors read and sign the handout to confirm knowledge of the standards and provide current contact information.
- c) The program generally does not encourage or accept food that has been prepared off-site by intermittent donors.
- d) If meals are served, a meal schedule is posted.
- e) If meals are served or food is provided for participants to use to prepare their own meals, the program makes dietary modifications and/or provides appropriate food options based on participants' health, religious, and/or cultural practices.
- f) Food provided promotes healthy eating and meets the daily nutritional needs of all participants, with reasonable accommodations for known food allergies and dietary requirements.
- g) The program provides a table and chairs if food is served.
- h) Any snacks and meals are provided with reasonable accommodation made for known children's allergies if children are in residence. The program asks about food allergies at intake; however, it is the responsibility of parents and guardians to inform the program of children's food allergies.

## 4) Hours/curfew

- a) The program posts hours of operation in a visible location.
- b) The program provides facilities available to participants for sleeping for a minimum of eight hours.
- c) If the program has a curfew policy, the policy is clearly written and explained to participants at program entry. The policy is consistently enforced.
  - i) Missing a curfew cannot be a reason for denial of entry or discharge unless the late arrival compromises the health or safety of other participants or staff, or other participants right to peaceful enjoyment of the facility.
- d) The program remains open during daytime hours for client access to indoor facilities (e.g., restrooms, food, napping space for children) and personal possessions, unless prohibited by inadequate funding or space limitations.
  - i) If not open 24/7 the program makes reasonable accommodations to normal hours for illness, weather, disabilities, persons working second and third shifts, and other reasonable requests.
  - ii) If the program serves children, it permits 24-hour access to an area where children can nap, unless the program provides independent private units accessible to participants on a 24-hour basis.

## 5) Participant mail

- a) If the program provides mail service, any mail sent or received is not interfered with (e.g., staff opening participants' mail, not providing mail to the participants on the day it is received, etc.).

**6) Participant possessions**

- a) The program has a written policy that is provided upon intake as to what provision is made for securing belongings including what possessions can be held by the program at participant request such as money, medications, and vital documents.
- b) If the program holds funds or possessions on behalf of participants, this service is voluntary, the program maintains a log of items in their possession, and the funds or possessions are promptly returned upon the participant's request. The program decides how specifically to make their log, with consideration to their liability. The log tracks only those belongings that participants choose to store with the program and not all possessions brought into the program.
  - i) This does not apply to belongings abandoned by a person who does not return to the program; in that situation, the program may only keep possessions for a limited time, during which participants may return to retrieve their belongings with support and/or supervision by program staff.
- c) The program provides lockable lockers, storage trunks or make other accommodations that allow participants to securely store their belongings. Reasonable access by the participants to their belongings is provided.
  - i) Waivers of the requirement that storage space be lockable can be requested if the physical layout of the program does not allow for lockable space.

**7) Pets/service animals/animal care**

- a) The program has a policy regarding whether pets are allowed in the facility and/or individual units.
- b) Per ADA requirements, programs make reasonable accommodation for service animals. Additional information regarding ADA requirements for service animals from the U.S. Department of Justice is included in [ADA Requirements: Service Animals](#).
  - i) According to this guidance, emotional support, therapy, comfort, or companion animals are not considered service animals under the ADA. These terms are used to describe animals that provide comfort just by being with a person. Because they have not been trained to perform a specific job or task, they do not qualify as service animals under the ADA.
- c) Program participants are not permitted to acquire and house a pet at the program, unless such pet is a service animal as defined above.
- d) If the program allows pets, the program may establish a maximum per guest pet limit. This is included in program policies and admission documents.
- e) At minimum, if the program allows pets, the program provides OR facilitates access to kennels, animal blankets, leashes, collars, food, and water.
- f) Pet owners assume all the responsibilities for caring for their animals unless the owner is prevented from doing so by a disability or other special need. Owners are responsible for complying with local laws and requirements for pets. Owners' responsibilities include providing their animals with food and water (with program support), cleaning their animals' cages as needed and taking their dogs to a designated dog relief area. Pet owners are also responsible for administering all regular medications to their animals, apart from vaccinations.
- g) The program reserves the right to refuse admittance or otherwise require immediate removal of animals that appear too aggressive for the program to handle. Regardless of initial presenting temperament, enforcement of program rules to reduce the risk of bites and other injuries is always observed, including but not limited to:
  - i) Aggressive animals are handled only by their respective owners or trained staff members;
  - ii) All animals on program property are leashed or always confined;
  - iii) Program participants do not handle or touch pets other than their own; and
  - iv) All incidents involving aggressive animals are documented in writing prior to removal from site.

**8) Participant medication**



- a) The program does not administer or dispense medication and does not require participants to turn over medication, unless administered by a licensed staff person as part of an on-site supportive program in which a program participant is dually enrolled.
- a) The program has a written policy regarding the possession and use of controlled substances as well as prescription and over-the-counter medication.
  - i) The program policy is explained and provided upon intake addressing provisions for securing prescription medications and participants' responsibility to store and utilize their medication safely.
- b) The program encourages participants to lock medication in secure storage areas made available to protect medication from theft.
- c) The facility has a process for secure storage of prescription medications, where applicable, and management of prescribed drugs that require refrigeration.
  - i) The program makes available a lockable storage area for medications and access to refrigeration for medications. This can include a locked box within a refrigerator that also serves other functions.

**9) Weapons**

- a) The program has a weapons prohibition policy. Weapons include but are not limited to firearms, pepper spray, mace, and knives. The program uses discretion when determining which types of knives are prohibited.
- b) The program may, but is not required to, have a mechanism for checking and storing weapons upon entry.

**10) First Aid/CPR (including Mental Health/ Substance Use Disorder First Aid)**

- a) The program has available a first aid kit and supplies in case of a medical emergency and accessible to staff and residents, stocked with sufficient supplies to handle multiple occurrences.
- b) All staff on duty have access to a telephone. Emergency telephone numbers are posted conspicuously near the telephone.
- c) The program has at least one staff person on duty who is trained in standard emergency first aid and evacuation procedures.
- d) The program has a procedure for making referrals to appropriate medical providers.
- e) The program has multiple Narcan kits and fentanyl test strips available for use by trained staff to use for life-saving purposes.

**11) Universal precautions and infectious disease control, reporting**

- a) The program has a written policy regarding the control of infectious diseases, such as HIV, tuberculosis (TB), COVID-19, and Influenza, including on-site quarantine and isolation protocols, when needed.
- b) The program has proper sharps disposal and has a written policy in place governing protocols related to universal precautions.
- c) The program reports any suspicion of infectious disease within the program or when suspect or detected among any program participant. For information about how and when to report, visit [Electronic Disease Reporting](#).
- d) An infectious disease that significantly increases the risk of harm to other participants may be a reason for denial or discharge.
  - i) Participants with lice or scabies or exhibiting symptoms of TB are allowed to stay in the program unless the disease or infestation cannot be appropriately contained (e.g., due to close quarters of facility), in which case those participants may be discharged and referred to a health care provider for treatment.
  - ii) Noncompliance with treatment or containment measures that endanger other participants may be cause for discharge.
- e) Programs comply with [California Code of Regulations, Title 8, Section 5199](#), regarding Aerosol Transmissible Diseases (ATD) control and worker and client safety expectations.

- i) For additional guidance on this regulation and for information regarding best practices for control of infectious disease, please also refer to [Preventing Tuberculosis \(TB\) in Homeless Shelters](#) published by the Los Angeles County Department of Public Health.

#### **12) Smoking**

- a) The program prohibits smoking indoors and reasonable efforts are made to prevent smoke from entering buildings. No smoking should be allowed within 20 feet of the program unless this is infeasible due to the layout of grounds.
- b) The program follows all applicable laws regarding smoking in public areas.
- c) As feasible, the program provides participants with access to designated smoking areas after curfew.

#### **13) Drug/alcohol use/possession**

- a) The program has a policy prohibiting the possession, use or distribution of alcohol or illegal drugs on the premises. If alcohol or drugs are found, participants are given the opportunity to dispose of the prohibited substance or leave the program for that night if they do not wish to dispose of the prohibited substance.
  - i) A violation of this policy cannot be a reason for discharge unless the violation compromises the health or safety of other participants or staff.
- b) Admission, discharge, and service restriction policies are not based on substance use or possession alone.
- c) Drug testing of participants is prohibited unless the testing is part of an agreed-upon treatment plan with the participant and approved by funders and the CoC/SSF.
  - i) Submission to drug testing cannot be a requirement for residency and refusal to participate in drug testing cannot be the basis for involuntary discharge.
- d) Being under the influence of alcohol or drugs on-site is not a sole basis for involuntary discharge unless there is also behavior that compromises the health and safety of other participants or staff.

#### **14) Child/elder abuse and duty to warn reporting**

- a) The program reports abuse, including child abuse, elder abuse, and endangerment according to local, state and federal law.
- b) Legal requirements for reporting abuse extend beyond those staff whose licensure or role obligates them as a mandated reporter or with a duty to warn and includes all staff who provide direct services for clients.

#### **15) Staff and Visitor Identification**

- a) At minimum, all program staff and volunteers wear an identification badge that includes the individual's name. Staff and volunteers may also wear attire with the agency name and/or logos for more ready identification.
- b) All visitors provide valid identification when entering the building, sign into a visitors log and leave the identification or a copy of identification at the front desk during their stay.

### **H) PROGRAM TRANSFERS**

- 1) The program does not transfer participants to other programs arbitrarily, as a punitive measure, or without the participant's consent. The program may however arrange for a participant to move to a different program, with the consent of the participant, if a determination is made by both programs that an alternative setting is likely to better meet the needs of the participant.
- 2) If the program participates in CAS, shelter transfers are managed according to [CAS shelter transfer policy and procedures](#).

### **I) PROGRAM EXIT**

- 1) The program is compliant with [California State law](#) pertaining to occupancy in and termination from program programs, including any "city-, county-, continuum of care-, state-, or federally funded shelter, interim housing, motel voucher, or emergency shelter program in which the city, county, continuum of care, state, or federal governmental entity retains an

oversight and accountability role in ensuring compliance with program regulations and proper program administration.” Relevant aspects of state law are incorporated below or via reference.

- 2) All program exits are conducted by the program in a trauma-informed manner utilizing a harm-reduction approach, and in a manner that is compliant with all applicable disability laws, including requirements for reasonable accommodation.
- 3) Only the following reasons may be used as a basis for involuntary exit from the program, and must occur on the program’s premises or otherwise indicate an imminent threat to the health and safety of people at the program:
  - a) Sexual assault and/or verbally or physically threatening behaviors that rise to the level of a “direct threat” to persons or property, as defined in paragraph (3) of subdivision (b) of Section 12179 of Title 2 of the Code of California Regulations;
  - b) Physical violence to staff or other program participants;
  - c) Direct observation of participant engaging in illegal activity onsite;
  - d) Possession of an illegal weapon at the facility;
  - e) Theft;
  - f) Destruction of property;
  - g) Restraining order precluding continued residence;
  - h) Presence of infectious disease that significantly increases the risk of harm to other participants;
  - i) Individual requires care and supervision to manage their activities of daily living (feeding, toileting, selecting proper attire, grooming, maintaining continence, putting on clothes, bathing, walking and transferring) without appropriate supports available onsite.
  - i) Individuals discharged due to care and supervision needs cannot be discharged to the streets.
- 4) Participants may be involuntarily exited for refusing multiple housing opportunities only after every effort is made and opportunity offered to engage the participant in housing-focused services; however, evidence must be present that program staff actively attempted to engage the participant in services designed to support program exit to stable housing with consideration given to each participant’s barriers to engagement and in accord with evidence-based practices (e.g., motivational interviewing).
- 5) The program holds beds for 72 hours when a participant does not return. If a participant is absent from their bed for 72 hours without appropriate notification of program staff regarding absence, the Participant may be discharged and the bed offered to a new participant.
- 6) The program informs involuntarily exited participants of the reason for discharge, the conditions for lifting the restriction and right to appeal, including whom to contact regarding an appeal and information about the appeal process.
  - a) A participant may be denied future readmission because of the circumstances of discharge (e.g., a “service restriction” or “shelter ban”). This is typically limited only to imminent health or safety concerns.
    - i) All service restrictions require CoC/SSF approval, must be for a defined period of time, and must be appealable according to agency and CoC/SSF policies and standards.
  - b) The program provides a written copy of the procedure for filing an appeal to the participant when a participant is involuntarily exited.
  - c) If it is infeasible to provide the procedure at the time of discharge (e.g. the participant is being removed by law enforcement) this requirement may be waived; however, if the participant returns subsequently to the facility, the grievance procedure must be provided.
- 7) Unless the participant poses an immediate threat to the health and safety of other participants and/or staff members, the program avoids involuntarily exiting participants at night and allows for appeal prior to program exit.
  - a) Supervisors review and approve any nighttime discharges. During hours that there is no supervisor on site, there is a supervisor available on call to approve discharge decisions. Approval may be given verbally and in all cases is documented in case notes and in HMIS according to HMIS and CAS policies and procedures.

- 8) The program has a written policy for the storage of belongings after a participant exits, which includes storage of belongings for at least five (5) working days after participant exits and a clear process for discharged participants to reclaim their possessions. A copy of the policy is provided to all participants at intake.

## 6) TRANSITIONAL HOUSING AND INTERIM HOUSING

### A) PURPOSE OF TRANSITIONAL HOUSING AND INTERIM HOUSING

- 1) **Transitional housing (TH)** programs provide temporary housing with supportive services to individuals and families experiencing homelessness with the goal of interim stability and support to successfully move to and maintain permanent housing. TH programs can cover housing costs and accompanying supportive services for program participants for up to 24 months.
- 2) **Interim housing (IH)** programs provide safe temporary places to stay for people experiencing homelessness while they secure permanent housing or other appropriate accommodations such as treatment. Interim housing may target specific populations, may include specific services and different lengths of stay that may be longer than typically needed and provided for those in emergency shelter. Interim housing seeks to be as low-barrier to entry as possible (without extensive requirements or rules) and, at a minimum, provides basic needs, housing-focused services, and linkage to voluntary mainstream services.

### B) KEY PERFORMANCE INDICATORS

- 1) Key performance indicators for **transitional housing** and **interim housing** programs include, but are not limited to:
  - Utilization (occupancy) (%)
  - Average length of stay
  - Successful outcomes (#, %)
  - Successful housing outcomes (#, %)
  - Negative exits (%)
  - Returns to homelessness (%)
  - Increase in non-employment cash income
  - Increase in employment income
  - Cost per household
  - Cost per unit

### C) STAFFING REQUIREMENTS

- 1) Program direct service staff complete training within 30 days of hire as indicated in Section 2: General Standards and the following trainings on an annual basis:
  - a) Housing problem solving and other complementary crisis intervention approaches.
  - b) Housing-focused case management approaches and standard practices.
  - c) Community prevention and housing stabilization resources and referral protocols.
  - d) Proper food handling and storage if required by law. State law requires all food handlers in the state of California have California Food Handler Card. New hires have 30 days from the date of hire to obtain a card.
  - e) Equal Access, Fair Housing, and reasonable accommodation.
  - f) Emergency evacuation procedures and fire safety.
  - g) Fair housing, landlord/tenant law, rights and responsibilities.
  - h) Home visitation safety and ethics.
- 2) The program has sufficient staff on duty 24 hours per day, every day or as otherwise consistent with local funding requirements and applicable codes and ordinances. Non-congregate programs may have alternative staffing plans that do not provide 24-hour staff coverage, as permitted by program funders.
  - a) The required client/staff ratio is set by agreement with program funders in consultation with the CoC/SSF, including on-site and on-call staff, and is documented in the weekly staff schedule.
  - b) There is a staff coverage plan for weekend and seasonal changes and plans for staff back-up and on-call coverage.



- 3) The program has a supervisor/manager available on call to the program for consultation to staff about challenging participant situations and other urgent matters.
- 4) The program has a case consultation and conferencing policy in place that outlines situations requiring supervision, internal case conferencing, and/or system case conferencing according to system case conferencing policies and procedures.
- 5) At least one staff person on duty at all times is trained in emergency first aid and CPR.
- 6) In congregate TH or IH: All program staff are tested for tuberculosis upon hire and every 12 months and referred to any necessary follow up and/or treatment if indicated. Staff complies with any recommended follow-up testing necessary as indicated by a health care provider.
- 7) The program and program staff comply with all applicable public health orders and infectious disease control, mitigation, and reporting requirements applicable.
  - a) Staff are encouraged to obtain an annual flu vaccine and other vaccines as recommended by public health authorities and have an up-to-date record of vaccinations.
  - b) The program complies with [California Code of Regulations, Title 8, Section 5199](#), regarding Aerosol Transmissible Diseases (ATD) control and worker and client safety expectations.
- 8) Upon satisfactory completion of each training staff receive a verification of completion. Verification of completion is documented in employee files. All training materials are available for staff reference.
- 9) Ongoing professional development and supervision are provided by the agency and may include case conferences, case supervision, workshops, and training courses.

#### **D) PROGRAM ACCESS**

- 1) The program has clearly written and consistently implemented referral standards, admission policies, and hours for new participant admission. If participating in CAS, the program has policies and procedures for access that are consistent with and account for CAS policies and procedures for program referral and admission.
- 2) The program accepts new participant admissions (when program is open, and beds are available) Monday through Friday for at least a four-hour period daily. When feasible, admissions are accepted on weekends.
- 3) Denial of admission to the facility can only be based on the reasons described under Eligibility & Prioritization, below. If participating in CAS, the program adheres to CAS policies and procedures for denial of admission and appeals.
  - a) Any household denied entrance is informed of reason, conditions for lifting the restriction and right to appeal, including whom to contact regarding an appeal and information about the appeal process. Reason for denial is entered into HMIS to support appropriate future CAS program referrals for the household.
- 4) Upon admission, participants are provided with copies of the following:
  - a) Participant rights
  - b) Written program rules
  - c) Storage policy, including storage after exit
  - d) Medication storage policy
  - e) Grievance Procedure

#### **E) ELIGIBILITY AND PRIORITIZATION**

- 1) The program serves households who meet all of the following eligibility criteria:
  - a) Currently are in Sacramento County;
  - b) Currently unsheltered, in emergency shelter, or will otherwise be unsheltered or in emergency shelter tonight if not provided TH or IH, meaning the household:

- i) Has no safe housing and is staying or will be staying tonight in a public or private place not designated for, or ordinarily used as a regular sleeping accommodation for human beings (e.g., a car, park, abandoned building, bus or train station, airport, or camping ground) or an emergency shelter; AND
    - ii) Has no other safe housing options or resources available to secure housing tonight, including other safe, appropriate temporary accommodations while they secure more permanent housing;
  - c) Shelter, re-housing and other critical needs are best served by a transitional housing or interim housing program and are not more appropriately served by another resource or system of care (e.g., domestic violence shelter, in-patient psychiatric treatment, other specialized residential care facility);
  - d) Are able to care for all household members together or individually (i.e., are self-caring), including all activities of daily living and medication administration;
  - e) Consent to basic program rules and expectations, including actively working on an individualized housing plan to obtain permanent housing as quickly as possible and according to individual means and abilities;
  - f) Do not exhibit behavior that creates a safety or health risks for self or others;
  - g) If previously stayed in program and exited unsuccessfully, agree to behavior or other changes and conditions necessary to meet all program eligibility criteria, including actively working on a housing plan to obtain permanent housing as quickly as possible according to individual needs and abilities;
  - h) Are not a convicted sex offender subject to community notification unless the program has received an exception to this criterion from funders and/or per CAS policies and procedures and is able to safely shelter such individuals.
- 2) Third-party documentation of literal homelessness or documented due diligence attempts to obtain third-party documentation is required for transitional housing or interim housing admission and assistance.
- 3) The program may deny admission for the following reasons:
- a) Household does not meet the basic eligibility criteria for program admission (e.g., gender, age, homeless status, domestic violence victim, etc.);
  - b) The program has designated funding sources with additional restrictions (e.g., VA beds that require advance approval by the VA) may deny entry to those not meeting funder requirements;
  - c) A restraining order that prohibits admission to the facility;
  - d) Documented violent or threatening behavior;
  - e) Conduct from prior stay at the program that puts the health and safety of staff or participants at risk (e.g. violence, weapons violations, disclosing confidential location of program, and egregious damage to property);
  - f) The household requires care and supervision to manage the activities of daily living (feeding, toileting, selecting proper attire, grooming, maintaining continence, putting on clothes, bathing, walking, and transferring) without the appropriate support available on-site.
- 4) If participating in CAS, prioritization for transitional housing and interim housing is provided for households who meet prioritization criteria as established in CAS policies and procedures and/or local funders in consultation with the CoC/SSF.
- 5) Clients must continue to meet program eligibility criteria while residing in the program continue staying in program. When a client stops meeting eligibility criteria, program staff may initiate a program exit consistent with CAS policies and procedures and/or local funder requirements.
- a) An individual or family may stop meeting basic program eligibility requirements for various reasons, including but not limited to when:
    - i) A previously unavailable or new safe alternative housing option becomes available;
    - ii) An individual has sufficient resources to secure other housing, including temporary housing (e.g., motel) while they work to secure more permanent housing;
    - iii) An individual stops working to obtain permanent housing and has disengaged from rehousing assistance despite multiple and progressive documented provider engagement attempts and reasonable opportunities to engage;

- iv) An individual demonstrates a need for a higher level of care than available in the program and such care is readily available (e.g., an individual in need of crisis stabilization for a mental health crisis and can be assisted in immediately accessing a mental health crisis bed). In such instances, staff and clients should follow CAS transfer policies and procedures, if applicable;
- v) An individual is actively selling or distributing illegal drugs on site;
- vi) An individual persistently violates basic program rules, despite clearly communicated expectations and reasonable opportunities to comply;
- vii) An individual physically threatens or assaults another person, including but not limited to sexual assault, verbally or physically threatening behaviors, which rise to the level of a “direct threat” to persons or property, as defined in paragraph (3) of subdivision (b) of Section 12179 of Title 2 of the Code of California Regulations, as well as other physical violence directed to staff, volunteers, guests, or other program participants.

## F) TRANSITIONAL HOUSING AND INTERIM HOUSING SERVICES

The program, directly and/or through third-party service partnerships, offers the following services for program participants.

- 1) **Assessment:** A collaborative, housing-focused assessment is conducted or updated with all participants within 5 business days of program entry, including evaluation of critical and immediate service needs of the household, information about past or current services received, information about housing access and retention barriers, and other information necessary to provide program services and to support successful and rapid placement in safe, stable housing or other appropriate next step options (e.g., treatment).
- 2) **Housing-focused case management:** Participants are offered, but not required, to participate in services that they may need to obtain and stabilize in permanent housing.
  - a) While all participants are expected to be actively working toward obtaining permanent housing or other appropriate next-step placement (e.g., treatment) as a program eligibility condition, when a participant is not progressing toward resolving their housing crisis and declines or does not engage in re-housing assistance, including housing-focused case management, program staff use evidence-based assertive engagement, motivational techniques, and other strategies to build rapport, trust, and an understanding of how best to support the participant to resolve their housing crisis.
  - b) Housing-focused case management is provided by program staff or a third-party provider consistent with CAS policies and procedures for rehousing assistance. Assistance is provided on a regular basis (e.g., daily or weekly contacts) and the program routinely documents the content and outcome of case management meetings. Core services include:
    - i) Development of an individualized housing plan based on the housing-focused assessment that accounts for participant preferences and abilities and addresses housing barriers related to income, credit, rental history, criminal history, and other conditions or circumstances presenting a barrier to housing, along with other immediate service needs and supports desired by the participant. The plan identifies the support and services the program and program service partners will provide to help individuals find and keep permanent housing and address other critical and immediate service needs.
    - ii) Ongoing engagement and support to facilitate a match to an appropriate permanent housing placement via CAS or other means.
    - iii) Housing location and counseling services to identify the most appropriate housing placement;
    - iv) Connection with private and public owners and rental agencies willing to provide permanent housing to participants;
    - v) Assistance with housing applications and appeals and negotiating rental agreements;
    - vi) Assistance exploring and facilitating shared housing opportunities in community-based housing and through master-leasing; and
    - vii) Assistance with the move-in process, including identifying resources for basic furnishings, accessibility modifications, or other expenses.

- 3) **Service referral and coordination:** Service referral and coordination (i.e., service navigation) is available to program participants. The program has screening and triage procedures and supports participants in immediately accessing needed and desired services including completing and submitting applications for assistance.
  - a) Referral and follow-up procedures confirm participants are connected to services to which they are referred. Documentation of referrals made, and referral confirmation must be maintained in participant files.
  - b) At minimum, participants receive service referral and coordination assistance for:
    - i) **Health and wellness:** Medical health, mental health, and any needed alcohol and drug services. Program staff encourage and assist participants to obtain and maintain health insurance, obtain a primary care provider, and access immunization services. This includes publicly posting or otherwise making available information on health-related services.
    - ii) **Mainstream benefits:** Public benefits and entitlements (e.g., general assistance, SNAP, SSI/SSDI, Veteran benefits) health insurance benefits (e.g., Medi-Cal, Medicare, Covered California, etc.), childcare assistance, and other sources of cash and non-cash assistance.
    - iii) **Employment, education, and life skills:** Employment development or placement programs, including federal and state funded workforce development programs and support services.
    - iv) **Transportation:** Shuttle service, bus passes, and/or car services (e.g., taxi, Uber), to support access to community-based services and housing searches. Accommodations are made for disabled persons who are unable to access general means of transportation.
- 4) **Program-specific services:** The program directly offers additional services to support participants as they move toward more stable housing and independence, such as employment assistance, peer support services, financial education, childcare support, behavioral healthcare support, etc., consistent with the population served, evidence-based practices, and funder approval.
- 5) The program enters housing-focused case management services, services referral, and other program-specific information in HMIS according to HMIS policies and procedures.

## G) TRANSITIONAL HOUSING LEASES AND OCCUPANCY AGREEMENTS

- 1) Transitional housing participants have a signed lease, sublease, or occupancy agreement with the following requirements:
  - a) An initial term of at least one month;
  - b) Automatically renewable upon expiration, except by prior notice by either party; and
  - c) A maximum term of 24 months.

## H) TRANSITIONAL HOUSING AND INTERIM HOUSING OPERATIONS

The program adheres to the following standards for operations and facilities, unless otherwise by program funders and/or due to the nature of the program facility (i.e., certain standards are applicable to only congregate program environments).

### 1) Facilities

- a) The proper number of beds or units are provided consistent with funder and CoC/SSF agreements.
- b) The program complies with all applicable state and local building, health, environmental, and safety standards/regulations and has Building and Occupancy permits posted.
- c) The program complies with any applicable HUD requirements for habitability (e.g., interim housing funded by Emergency Solutions Grants (ESG) Program complies with minimum habitability standards for emergency shelters;

transitional housing funded by Continuum of Care (CoC) Program complies with HUD Housing Quality Standards, as applicable<sup>3, 4</sup>).

- i) The program building is structurally sound to protect residents from the elements and does not pose any threat to health and safety of the residents.
  - ii) The program provides each program participant in the program with an acceptable place to sleep and adequate space and security for themselves and their belongings.
  - iii) Each room or space within the program has a natural or mechanical means of ventilation. The interior air is free of pollutants at a level that might threaten or harm the health of residents.
  - iv) The program's water supply is free of contamination.
  - v) Each program participant in the program has access to sanitary facilities that are in proper operating condition, are private, and are adequate for personal cleanliness and the disposal of human waste.
  - vi) The program heating/cooling facilities are in proper operating condition.
  - vii) The program has adequate natural or artificial illumination to permit normal indoor activities and support health and safety. There are sufficient electrical sources to permit the safe use of electrical appliances in the program.
  - viii) Food preparation areas, if any, contain suitable space and equipment to store, prepare, and serve food in a safe and sanitary manner.
  - ix) The program is maintained in a sanitary condition.
  - x) There is at least one working smoke detector in each occupied unit of the program. Where possible, smoke detectors are located near sleeping areas. The first alarm system is designed for hearing-impaired residents. All public areas of the program have at least one working smoke detector. There is a second means of exiting the building in the event of fire or other emergency.
- d) The program facilities and housing are consistently maintained and in good repair. The general appearance of each service and residential building is well maintained. In addition to meeting habitability standards above, the program ensures:
- i) The program has a written housekeeping and maintenance plan to ensure a safe, sanitary, clean, and comfortable environment.
  - ii) Bath/toilet areas, hallways, and other common use areas are cleaned daily. The program has proper trash receptacles that are emptied regularly.
  - iii) Both the interior and exterior of the facility are free of debris, clutter, and unsanitary items and there are no obvious safety risks.
  - iv) The program ensures adequate provision of pest control services.
    - (1) The program has a protocol in place for the prevention and control of bed bugs. See [best practices related to bed-bug prevention](#).
    - (2) Twenty-four (24) hour notice is provided to participants of pest control activities unless the type and degree of infestation requires an immediate response (e.g., bed bugs).
  - v) A process for reporting maintenance concerns is posted and acknowledges that non-emergency maintenance issues reported are responded to within two days and identifies the timeframe for addressing the concern.

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<sup>3</sup> <https://files.hudexchange.info/resources/documents/ESG-Emergency-Shelter-and-Permanent-Housing-Standards.pdf>

<sup>4</sup> <https://www.hudexchange.info/homelessness-assistance/coc-esg-virtual-binders/coc-leasing-rental-assistance-requirements/codes-and-standards/>



- vi) Emergency maintenance items are immediately addressed.
- e) The program provides each person with at least a bed, a blanket, and pillow, all of which are clean and in good repair.
- f) The program has a sufficient supply of functionally clean and reasonably private toilets and hand wash basins, with hot and cold running water.
- g) The program has laundry facilities available to residents, or access to laundry facilities nearby.
- h) The program allows residents to use the program as a legal residence for the purpose of voter registration.
- i) The program provides access to safe drinking water at all times.
- j) Program staff have keys to all locks in the facility. In independent units, clients are responsible for locking their unit, but staff maintains the ability to always access the units, consistent with applicable landlord-tenant laws.
- k) The program provides towels, soap, sanitary napkins, and toilet tissues.
- l) The program provides access to electrical outlets for charging personal devices such as cell phones and medical equipment.
- m) A telephone is available to staff for emergencies. Emergency numbers are posted by the telephone or otherwise made available to staff on duty. The program takes emergency phone messages and messages from service providers for participants in residence.
- n) The program labels all chemicals and cleaning supplies and keeps all such materials out of reach of children. Any hazardous materials are stored separate from food.
- o) Exits are clearly marked and kept clear of blockage and tripping hazards. Exit signage is consistent with all applicable codes.
- p) All steps have handrails as required by applicable codes. Steps have treads or similar accommodation to prevent slipping.
- q) If the program maintains a vehicle used for participant transport, the vehicle is properly maintained, licensed and insured. All drivers are properly licensed. Provisions are made to provide equal access to transportation services to disabled participants.

## **2) Accessibility**

- a) The program conforms to all pertinent requirements of the Americans with Disabilities Act (ADA). See [ADA Checklist for Emergency Shelters](#).
- b) Beds designated as accessible comply with federal height and distance standards requiring a minimum of 36 inches between sleeping units and a sleeping surface height between 17-19 inches above the finished floor.
- c) Beds and units designated as accessible are prioritized for participants with disabilities. The program is encouraged to provide as many ADA accessible beds as possible, but it is not required or expected that all beds meet these requirements.
- d) Program documentation is provided in forms accessible to hearing-impaired and sight-impaired individuals, upon request.
- e) If the program provides transportation for participants, it also makes provisions for participants who need vehicles that are wheelchair accessible.

## **3) Food service**

- a) If the program prepares and serves meals or provides areas for participants to prepare and consume their own meals, the program has the appropriate certifications required by local authorities to prepare, serve, and store perishable food. All food storage and serving areas comply with relevant health codes.
- b) If the program serves food prepared off site by regular donors it provides donors with a handout that details the requirements for food preparation. All food donors read and sign the handout to confirm knowledge of the standards and provide current contact information.

- c) The program generally does not encourage or accept food that has been prepared off-site by intermittent donors.
- d) If meals are served, a meal schedule is posted.
- e) If meals are served or food is provided for participants to use to prepare their own meals, the program makes dietary modifications and/or provides appropriate food options based on participants' health, religious, and/or cultural practices.
- f) Food provided promotes healthy eating and meets the daily nutritional needs of all participants, with reasonable accommodations for known food allergies and dietary requirements.
- g) The program provides a table and chairs if food is served.
- h) Any snacks and meals are provided with reasonable accommodation made for known children's allergies if children are in residence. The program asks about food allergies at intake; however, it is the responsibility of parents and guardians to inform the program of children's food allergies.

#### **4) Hours/curfew**

- a) The program posts hours of operation in a visible location.
- b) The program provides facilities available to participants for sleeping for a minimum of eight hours.
- c) If the program has a curfew policy, the policy is clearly written and explained to participants at program entry. The policy is consistently enforced.
  - i) Missing a curfew cannot be a reason for denial of entry or discharge unless the late arrival compromises the health or safety of other participants or staff, or other participants right to peaceful enjoyment of the facility.
- d) The program remains open during daytime hours for client access to indoor facilities (e.g., restrooms, food, napping space for children) and personal possessions, unless prohibited by inadequate funding or space limitations.
  - i) If not open 24/7 the program makes reasonable accommodations to normal hours for illness, weather, disabilities, persons working second and third shifts, and other reasonable requests.
  - ii) If the program serves children, it permits 24-hour access to an area where children can nap, unless the program provides independent private units accessible to participants on a 24-hour basis.

#### **5) Participant mail**

- a) If the program provides mail service, any mail sent or received is not interfered with (e.g., staff opening participants' mail, not providing mail to the participants on the day it is received, etc.).

#### **6) Participant possessions**

- a) The program has a written policy that is provided upon intake as to what provision is made for securing belongings including what possessions can be held by the program at participant request such as money, medications, and vital documents.
- b) If the program holds funds or possessions on behalf of participants, this service is voluntary, the program maintains a log of items in their possession, and the funds or possessions are promptly returned upon the participant's request. The program decides how specifically to make their log, with consideration to their liability. The log tracks only those belongings that participants choose to store with the program and not all possessions brought into the program.
  - i) This does not apply to belongings abandoned by a person who does not return to the program; in that situation, the program may only keep possessions for a limited time, during which participants may return to retrieve their belongings with support and/or supervision by program staff.
- c) The program provides lockable lockers, storage trunks or make other accommodations that allow participants to securely store their belongings. Reasonable access by the participants to their belongings is provided.
  - i) Waivers of the requirement that storage space be lockable can be requested if the physical layout of the program does not allow for lockable space.

#### **7) Pets/service animals/animal care**

- a) The program has a policy regarding whether pets are allowed in the facility and/or individual units.
- b) Per ADA requirements, programs make reasonable accommodation for service animals. Additional information regarding ADA requirements for service animals from the U.S. Department of Justice is included in [ADA Requirements: Service Animals](#).
  - i) According to this guidance, emotional support, therapy, comfort, or companion animals are not considered service animals under the ADA. These terms are used to describe animals that provide comfort just by being with a person. Because they have not been trained to perform a specific job or task, they do not qualify as service animals under the ADA.
- c) Program participants are not permitted to acquire and house a pet at the program, unless such pet is a service animal as defined above.
- d) If the program allows pets, the program may establish a maximum per guest pet limit. This is included in program policies and admission documents.
- e) At minimum, if the program allows pets, the program provides OR facilitates access to kennels, animal blankets, leashes, collars, food, and water.
- f) Pet owners assume all the responsibilities for caring for their animals unless the owner is prevented from doing so by a disability or other special need. Owners are responsible for complying with local laws and requirements for pets. Owners' responsibilities include providing their animals with food and water (with program support), cleaning their animals' cages as needed and taking their dogs to a designated dog relief area. Pet owners are also responsible for administering all regular medications to their animals, apart from vaccinations.
- g) The program reserves the right to refuse admittance or otherwise require immediate removal of animals that appear too aggressive for the program to handle. Regardless of initial presenting temperament, enforcement of program rules to reduce the risk of bites and other injuries is always observed, including but not limited to:
  - i) Aggressive animals are handled only by their respective owners or trained staff members;
  - ii) All animals on program property are leashed or always confined;
  - iii) Program participants do not handle or touch pets other than their own; and
  - iv) All incidents involving aggressive animals are documented in writing prior to removal from site.

## **8) Participant medication**

- a) The program does not administer or dispense medication and does not require participants to turn over medication, unless administered by a licensed staff person as part of an on-site supportive program in which a program participant is dually enrolled.
- a) The program has a written policy regarding the possession and use of controlled substances as well as prescription and over-the-counter medication.
  - i) The program policy is explained and provided upon intake addressing provisions for securing prescription medications and participants' responsibility to store and utilize their medication safely.
- b) The program encourages participants to lock medication in secure storage areas made available to protect medication from theft.
- c) The facility has a process for secure storage of prescription medications, where applicable, and management of prescribed drugs that require refrigeration.
  - i) The program makes available a lockable storage area for medications and access to refrigeration for medications. This can include a locked box within a refrigerator that also serves other functions.

## **9) Weapons**

- a) The program has a weapons prohibition policy. Weapons include but are not limited to firearms, pepper spray, mace, and knives. The program uses discretion when determining which types of knives are prohibited.
- b) The program may, but is not required to, have a mechanism for checking and storing weapons upon entry.

## **10) First Aid/CPR (including Mental Health/Substance Use Disorder First Aid)**

- a) The program has available a first aid kit and supplies in case of a medical emergency and it is accessible to staff and residents, stocked with sufficient supplies to handle multiple occurrences.
- b) All staff on duty have access to a telephone. Emergency telephone numbers are posted conspicuously near the telephone.
- c) The program has at least one staff person on duty who is trained in standard emergency first aid and evacuation procedures.
- d) The program has a procedure for making referrals to appropriate medical providers.
- e) The program has multiple Narcan kits and fentanyl test strips available for use by trained staff to use for life-saving purposes.

#### **11) Universal precautions and infectious disease control, reporting**

- a) The program has a written policy regarding the control of infectious diseases, such as HIV, tuberculosis (TB), COVID-19, and Influenza, including on-site quarantine and isolation protocols, when needed.
- b) The program has proper sharps disposal and has a written policy in place governing protocols related to universal precautions.
- c) The program reports any suspicion of infectious disease within the program or when suspect or detected among any program participant. For information about how and when to report, visit [Electronic Disease Reporting](#).
- d) An infectious disease that significantly increases the risk of harm to other participants may be a reason for denial or discharge.
  - i) Participants with lice or scabies or exhibiting symptoms of TB are allowed to stay in the program unless the disease or infestation cannot be appropriately contained (e.g., due to close quarters of facility), in which case those participants may be discharged and referred to a health care provider for treatment.
  - ii) Noncompliance with treatment or containment measures that endanger other participants may be cause for discharge.
- e) Programs comply with [California Code of Regulations, Title 8, Section 5199](#), regarding Aerosol Transmissible Diseases (ATD) control and worker and client safety expectations.
  - i) For additional guidance on this regulation and for information regarding best practices for control of infectious disease, please also refer to [Preventing Tuberculosis \(TB\) in Homeless Shelters](#) published by the Los Angeles County Department of Public Health.

#### **12) Smoking**

- a) The program prohibits smoking indoors and reasonable efforts are made to prevent smoke from entering buildings. No smoking should be allowed within 20 feet of the program unless this is infeasible due to the layout of grounds.
- b) The program follows all applicable laws regarding smoking in public areas.
- c) As feasible, the program provides participants with access to designated smoking areas after curfew.

#### **13) Drug/alcohol use/possession**

- a) The program has a policy prohibiting the possession, use or distribution of alcohol or illegal drugs on the premises. If alcohol or drugs are found, participants are given the opportunity to dispose of the prohibited substance or leave the program for that night if they do not wish to dispose of the prohibited substance.
  - i) A violation of this policy cannot be a reason for discharge unless the violation compromises the health or safety of other participants or staff.
- b) Admission, discharge, and service restriction policies are not based on substance use or possession alone.
- c) Drug testing of participants is prohibited unless the testing is part of an agreed upon treatment plan with the participant and approved by funders and the CoC/SSF.
  - i) Submission to drug testing cannot be a requirement for residency and refusal to participate in drug testing cannot be the basis for involuntary discharge.

- d) Being under the influence of alcohol or drugs on-site is not a sole basis for involuntary discharge, unless there is also behavior that compromises the health and safety of other participants or staff.

#### **14) Child/elder abuse and duty to warn reporting**

- a) The program reports abuse, including child abuse, elder abuse, and endangerment according to local, state and federal law.
- b) Legal requirements for reporting abuse extend beyond those staff whose licensure or role obligates them as a mandated reporter or with a duty to warn and includes all staff who provide direct services for clients.

#### **15) Staff and visitor identification**

- a) At minimum, all program staff and volunteers wear an identification badge that includes the individual's name. Staff and volunteers may also wear attire with the agency name and/or logos for more ready identification.
- b) All visitors provide valid identification when entering the building, sign into a visitors log and leave the identification or a copy of identification at the front desk during their stay.

### **I) PROGRAM TRANSFERS**

- 1) The program does not transfer participants to other programs arbitrarily, as a punitive measure, or without the participant's consent. The program may however arrange for a participant to move to a different program, with the consent of the participant, if a determination is made by both programs that an alternative setting is likely to better meet the needs of the participant.
- 2) If the program participates in CAS, shelter transfers are managed according to [CAS shelter transfer policy and procedures](#).

### **J) PROGRAM EXIT**

- 1) All program exits are conducted by the program in a trauma-informed manner utilizing a harm-reduction approach, and in a manner that is compliant with all applicable disability laws, including requirements for reasonable accommodation, as well as landlord-tenant law, as applicable.
  - a) **Interim housing programs only:**
    - i) The program is compliant with [California State law](#) pertaining to occupancy in and termination from program programs, including any "city-, county-, continuum of care-, state-, or federally funded shelter, interim housing, motel voucher, or emergency shelter program in which the city, county, continuum of care, state, or federal governmental entity retains an oversight and accountability role in ensuring compliance with program regulations and proper program administration." Relevant aspects of state law are incorporated below or via reference.
    - ii) Only the following reasons may be used as a basis for involuntary exit from the program, and must occur on the program's premises or otherwise indicate an imminent threat to the health and safety of people at the program:
      - (1) Sexual assault and/or verbally or physically threatening behaviors that rise to the level of a "direct threat" to persons or property, as defined in paragraph (3) of subdivision (b) of Section 12179 of Title 2 of the Code of California Regulations;
      - (2) Physical violence to staff or other program participants;
      - (3) Direct observation of participant engaging in illegal activity onsite;
      - (4) Possession of an illegal weapon at the facility;
      - (5) Theft;
      - (6) Destruction of property;
      - (7) Restraining order precluding continued residence;
      - (8) Presence of infectious disease that significantly increases the risk of harm to other participants;



- (9) Individual requires care and supervision to manage their activities of daily living (feeding, toileting, selecting proper attire, grooming, maintaining continence, putting on clothes, bathing, walking and transferring) without appropriate supports available onsite.

- (a) Individuals discharged due to care and supervision needs cannot be discharged to the streets.

**b) Transitional housing programs only:**

- i) The program may terminate assistance when a participant violates the terms of their lease or occupancy agreement.
  - ii) If the program terminates services for reasons other than lease or occupancy agreement violations, it provides evidence that it considered extenuating circumstances and made significant attempts to help the participant continue in the program. This includes a formal process, recognizing the rights of the individual's receiving assistance under the due process of law. This process, at a minimum, must consist of:
    - (1) Providing the participant(s) with a written copy of the program rules and the termination process before the client(s) begins receiving assistance and keep a copy signed by the client in the file.
    - (2) Written notice to the participant containing a clear statement of the reasons for termination.
    - (3) Review of the decision, in which the participant(s) can present written or oral objections before a person other than the person who approved the termination decision.
    - (4) Prompt written notice of the final decision to the participant.
    - (5) The program provides this information to participants at the beginning of the program and if/when the termination of services occurs with a signed copy kept in the client file.
      - (a) If it is infeasible to provide the procedure at the time of discharge (e.g. the participant is being removed by law enforcement) this requirement may be waived; however, if the participant returns subsequently to the facility, the grievance procedure must be provided.
- 2) Termination does not bar the program from providing further assistance later to the same individual or family unless said participant is a clear and present health or safety risk to staff or other participants.
    - a) All service restrictions require CoC/SSF approval, must be for a defined period of time, and must be appealable according to agency and CoC/SSF policies and standards.
  - 3) The program does not terminate participants from services because of entry into an institution (medical, mental health, substance abuse, jail).
    - a) The program maintains open units for individuals and families who are institutionalized for a maximum of 90 days.
  - 4) Participants may be involuntarily exited for refusing multiple housing opportunities only after every effort is made and opportunity offered to engage the participant in housing-focused services; however, evidence must be present that program staff actively attempted to engage the participant in services designed to support program exit to stable housing with consideration given to each participant's barriers to engagement and in accord with evidence-based practices (e.g., motivational interviewing).
  - 5) Unless the participant poses an immediate threat to the health and safety of other participants and/or staff members, the program avoids involuntarily exiting participants at night and allows for appeal prior to program exit.
    - a) Supervisors review and approve any nighttime discharges. During hours that there is no supervisor on site, there is a supervisor available on call to approve discharge decisions. Approval may be given verbally and in all cases is documented in case notes and in HMIS according to HMIS and CAS policies and procedures.
  - 6) The program has a written policy for the storage of belongings after a participant exits, which includes storage of belongings for at least five (5) working days after participant exits and a clear process for discharged participants to reclaim their possessions. A copy of the policy is provided to all participants at intake.

## **K) AFTERCARE SERVICES**

- 1) The program ensures a continuity of services to all exiting participants. The program provides these services directly or through referrals to other agencies.

- 2) The program can provide services to former participants for up to six months after exiting to assist in the household's transition to independent living as program funding and capacity allow and as desired by former participants.
  - a) The program attempts to follow up with participants through verbal or written contact at least once after the participant exits services, which may include identification of additional needs and referral to other agencies and community services.
- 3) The program prioritizes the development of exit plans for each participant to ensure continued permanent housing stability and connection to community resources, as desired.

## 7) RAPID REHOUSING AND OTHER REHOUSING ASSISTANCE

### A) PURPOSE OF RAPID REHOUSING AND OTHER REHOUSING ASSISTANCE

- 1) **Rapid rehousing (RRH)** programs provide (directly and/or via service partnership) housing search and placement, time-limited financial assistance, and housing-focused case management for individuals and families who are literally homeless. RRH programs help households secure private rental market housing, where the lease is initially or eventually between the landlord and the program participant following conclusion of housing stabilization services. RRH assistance may be used as a bridge to or as a means to help people access other ongoing subsidized housing and services (e.g., permanent supportive housing). RRH assistance for eligible participants is typically limited to a specific number of months based on program funding sources.
- 2) **Other rehousing assistance** includes non-RRH programs that offer similar assistance as RRH or complementary assistance (e.g., CalAIM funded Community Supports for housing transition and navigation services). Rehousing assistance includes but is not limited to: individualized support for housing planning, search, and placement assistance; accessing temporary financial assistance for move-in and rent costs; and directly providing or assisting to access housing-focused case management and coordination. Rehousing programs help households secure private rental market housing, where the lease is initially or eventually between the landlord and the program participant following conclusion of housing stabilization services. Rehousing assistance may be used as a bridge to or as a means to help people access other ongoing subsidized housing and services (e.g., permanent supportive housing).

### B) KEY PERFORMANCE INDICATORS

- 1) Key performance indicators for **rapid rehousing** and **other rehousing assistance** programs include, but are not limited to:
  - Active caseload rate (%)
  - Average engagement time
  - Average length of shelter stay
  - Average length of time to housing move-in
  - Average length of participation
  - Successful outcomes (#, %)
  - Successful housing outcomes (#, %)
  - Negative exits (%)
  - Returns to homelessness (recidivism) (%)
  - Increase in non-employment cash income
  - Increase in employment income
  - Cost per household

### C) STAFFING REQUIREMENTS

- 1) Staff providing or supervising program services complete training as indicated in Section 2: General Standards and the following trainings on an annual basis:
  - a) Housing problem solving and other complementary crisis intervention approaches.
  - b) Housing-focused case management approaches and standard practices.
  - c) Community prevention and housing stabilization resources and referral protocols.
  - d) Outreach, shelter, and other crisis response services and referral protocols.
  - e) Fair housing, landlord/tenant law, rights and responsibilities.
  - f) Home visitation safety and ethics.

- g) Program financial and rental assistance requirements and uses, including but not limited to initial and ongoing eligibility criteria, program requirements, and assistance maximums.
- 2) The program has routine ways to keep staff regularly updated on new strategies, policies, and housing assistance options in the community, including related housing assistance eligibility criteria, referral, and application processes.
- 3) Direct service staff provide screening, intake/assessment, housing problem solving, access to financial assistance, including connection to community and mainstream resources, and time-limited housing-focused case management and stabilization assistance.
- 4) Each full-time equivalent direct service staff providing housing-focused case management (i.e., individualized rehousing assistance) generally has an active caseload of not more than 25 households.
- 5) The program designates staff or partners with a third-party provider whose responsibility is to identify and recruit landlords and encourage them to rent to homeless households served by the program.
  - a) Staff working with landlords have the knowledge, skills, and agency resources to understand landlords' perspectives, understand landlord and tenant rights and responsibilities, and negotiate landlord supports.
  - b) A program may have dedicated staff for whom this is the primary responsibility. If a program does not have a dedicated staff person(s) or does not partner with a third-party provider, then case managers fulfill this function, with responsibilities including landlord recruitment and negotiation.

#### D) PROGRAM ACCESS

- 1) Programs are accessed via referral from CAS, including 211 and affiliated CAS access points, emergency shelters, and/or other referral pathways approved by program funders. Referral partners use standard screening criteria and triage tools to identify and refer potentially eligible households.
- 2) Referrals to rapid rehousing and other rehousing assistance programs are responded to within 2 business days.
- 3) Programs use standardized, brief screening questions approved for CAS to determine household needs and eligibility.

#### E) ELIGIBILITY AND PRIORITIZATION

- 1) Eligible households meet the criteria in categories (1) or (4) of the federal homeless definition. Eligibility documentation requirements vary depending on which criteria are met.
- 2) The program recertifies participant eligibility every 12 months, including documentation of household income below 30% of Area Median Income, which is an eligibility requirement for assistance beyond 12 months.
- 3) Clients enrolled in PSH and RRH maintain their homeless and chronic status prior to housing move-in regardless of current residence, but do not accrue homeless time unless they are verifiably literally homeless. If a client is enrolled in a PSH or RRH program, they retain eligibility for that PSH or RRH program, regardless of where they reside between program enrollment and move-in. (i.e., homeless time no longer accrues once placed in housing, even though homeless and chronic status remain valid while enrolled in RRH).
  - a) After a client has been enrolled in a PSH or RRH program, they can stay with friends/family or in a hotel/motel without losing PSH or RRH eligibility for the program they have been enrolled in. The PSH or RRH program must document enrollment and program eligibility, including homelessness documentation at enrollment in the respective program.
- 4) Prioritization for rapid rehousing and other rehousing assistance, when needed, is given to households as determined for CAS.

#### F) RAPID REHOUSING ASSISTANCE

- 1) **Assessment:** A collaborative, housing-focused assessment is conducted to determine each household's situation including current household safety, housing conditions, options and resources via a housing problem-solving conversation and screening/assessment/intake within 72 hours of program enrollment. Other assessments completed prior to housing are limited and focus on those things necessary to support the immediate or otherwise critical health and safety needs of participant household members while resolving the housing crisis as quickly as possible.

- 2) **Housing problem solving (HPS):** HPS is used as the primary form of assistance to help participants secure new temporary or permanent housing through non-financial means such as conflict resolution, landlord/tenant mediation, information and referral, and use of the household's natural supports. Housing problem solving and other resources are used prior to offering additional support services and/or financial assistance.
- 3) **Housing-focused case management:** Participants are offered, but not required to participate in services that they need to attain and stabilize in permanent housing.
  - a) While all participants are expected to be actively working toward obtaining permanent housing or other appropriate next-step placement (e.g., treatment) as a program eligibility condition, when a participant is not progressing toward resolving their housing crisis and declines or does not engage in re-housing assistance, including housing-focused case management, program staff use evidence-based assertive engagement, motivational techniques, and other strategies to build rapport, trust, and an understanding of how best to support the participant to resolve their housing crisis.
  - b) Housing-focused case management is provided by program staff consistent with CAS Policies and Procedures for rehousing assistance. Assistance is provided on a regular basis and the program routinely documents the content and outcome of case management meetings.
    - i) Services are available during normal business hours. After-hours requests are directed to other available assistance, including 211/CAS, as needed. Evening and weekend hours are strongly encouraged.
    - ii) Staff provide services over the phone or in-person at authorized service locations.
  - c) **Core housing-focused case management services include:**
    - i) Development of an individualized housing plan based on the housing-focused assessment that accounts for client preferences and abilities and addresses housing barriers related to income, credit, rental history, criminal history, and other conditions or circumstances presenting a barrier to housing, along with other immediate service needs and supports.
      - (1) The plan identifies the support and services the program and program service partners will provide to help individuals find and keep permanent housing and address other critical and immediate service needs.
      - (2) The plan accounts for participant preferences/choices and includes only goals created with and agreed to by the participant.
      - (3) Though income is not a requirement at the beginning of a program, case managers help participants review their budgets, including income and spending, to make decisions about reducing expenses and increasing income. Options include benefit enrollment and increasing employment and earnings over time.
    - ii) Assistance with meeting basic needs upon move-in to new housing, such as securing basic furnishings for an apartment, including mattresses and basic kitchen items such as a pot for cooking and utensils.
    - iii) Assistance with basic tenancy skills and learning opportunities that can include instruction or guidance on basic landlord-tenant rights and responsibilities, requirements, and prohibitions of a lease, and meeting minimum expectations for care of the housing unit, such as not causing damage.
      - (1) As needed, program staff work directly with the participant and landlord to resolve tenancy issues (e.g., failure to pay rent, unit damage, disturbing quiet enjoyment of others) when they occur to maintain the participant's tenancy.
      - (2) The program works quickly to identify a corrective course of action, and, without breaking a participant's confidentiality, keeps the landlord and participant informed about the program's action to mitigate the situation.
    - iv) Screening and assistance to access other community and mainstream housing assistance, public benefits, services, and resources for which they qualify.
    - v) Additional housing stabilization assistance as needed and desired, such as access to legal services for tenants facing eviction, landlord mediation services, housing relocation support, and referrals to code enforcement, public health or other agencies when housing conditions may be unhealthy or potentially unsafe.



- (1) The program has resources and/or is able to connect participants to other community resources that help participants resolve or navigate tenant problems (e.g., rental and utility arrears, unit upkeep).
- d) The program has clearly defined relationships (e.g., via a written Memorandum of Understanding (MOU)) with healthcare, employment, income, and other mainstream and community programs and resources that it can connect program participants to when appropriate and desired.
- e) Except where dictated by a funder, program participants typically direct when, where, and how often case management meetings occur. Meetings occur in a participant's home and/or in a location of the participant's choosing whenever possible and with consideration for staff safety and the appropriateness of the location.
  - i) Staff respect a program participant's home and maintain ethical boundaries at all times, including scheduling appointments ahead of time, only entering when invited in, and respecting the program participant's personal property and wishes while in their home.
- 4) **Housing navigation and landlord engagement:** The program or the program's housing navigation/landlord engagement partner offers individualized housing navigation for participants needing to secure safe, stable housing.
  - a) The program has detailed policy and procedures regarding the type of assistance provided to help households find and secure housing, including when relocation from current housing is needed.
    - i) Staff explain and distribute this policy to households at entry to the program.
    - ii) Some households may decline assistance in finding housing, but the program checks their progress and offers advice and/or direct assistance if they encounter obstacles they cannot resolve independently.
  - b) **Core housing navigation services include:**
    - i) Housing location and counseling services to identify the most appropriate housing placement, including connection with private and public owners and rental agencies willing to provide permanent housing to participants.
      - (1) Program participants may conduct their own search and choose housing they identify independently.
      - (2) Program participants are assisted in making an informed housing choice with the goal that the participant will be able to maintain housing after program exit, even when the household may experience high housing cost burden.
      - (3) Program participants are offered multiple housing choices that meet their preferences, needs, financial means pay for housing, and match the tenant selection criteria for the housing.
        - (a) Program participants are offered information, referral, and application support to apply for any and all forms of subsidized and affordable housing the participant may potentially qualify for and according to participant preferences and needs.
        - (b) The program honors participant choice in housing selection and uses housing and budgeting plans with participants to help examine housing options, costs, and strategies for maintaining housing post-program exit.
          - (i) For extremely low-income households, there is due diligence on the program's part to help participants secure income (through employment, public benefits, and/or on-going rental assistance) to support housing and other costs by program exit.
          - (ii) Program participants are assisted in exploring and facilitating *shared housing* opportunities in community-based housing or through master-leasing.
    - ii) Assistance with obtaining needed documentation, completing housing applications, appealing application rejections, and negotiating rental agreements.
    - iii) Assistance with the move-in process, including identifying resources for basic furnishings, accessibility modifications, or other expenses.
    - iv) Support in understanding basic landlord-tenant rights and responsibilities and lease requirements.

- c) The program has written policies and procedures for landlord recruitment activities, including screening out potential landlord partners who have a history of poor compliance with their legal responsibilities and fair housing practices.
- d) **Core landlord engagement services include:**
  - i) Continual engagement, recruitment and retention of landlord partners and methods of tracking landlord partners and unit vacancies, unit locations, characteristics, and costs.
  - ii) A standard, basic level of support offered to all landlords who lease to program participants.
    - (1) This support is detailed in a written policy or other descriptive material distributed to landlords. Programs can negotiate additional supports, as needed, on a case-by-case basis.
  - iii) Timely response (e.g., within one business day) by program staff or a service partner to address landlord calls about serious tenancy problems and to offer support to resolve conflicts around lease requirements, complaints by other tenants, and timely rent payments.
  - iv) In the case of households at risk of eviction, pro-active attempts to secure commitment from landlords not to pursue eviction/canceling of the lease after payment. Whenever possible, programs negotiate move-out terms and assist the person/household to quickly locate and move into another unit without an eviction in coordination with landlord partners.
- g) **Financial and rent assistance:** The program or the program's financial and rent assistance partner provides financial assistance for housing costs, which may include security deposits, utility deposits, short- and medium-term rental assistance payments, rent arrears, utility arrears, and rental application fees, subject to funding limitations, requirements, and availability.
  - i) The program has established maximum amounts and maximum number of times a participant may be assisted within a given period (such as applications per year) in accordance with the standards below, funding requirements and limitations, and evidence-based, progressive assistance practices.
    - (1) When providing temporary financial assistance, the program takes into consideration whether the participant's housing situation is likely to be sustainable after support is received. Concern that the situation may not be sustainable in the long-term is not a basis for refusing assistance but may be used to recommend or require creation of a housing stability plan with goals for income increases, cost decreases and/or location of alternative housing.
    - (2) The program has clearly defined policies and procedures for determining the amount of financial assistance provided to a participant, as well as defined and objective standards for when case management and financial assistance should continue and end.
      - (a) Guidelines are flexible enough to respond to the varied and changing needs of program participants, including when participants enter the program or subsequently have zero income. An individualized, flexible ("progressive") approach is used whenever possible to determine the amount and duration of rent and financial assistance. Assistance is not a standard "package" and is flexible enough to adjust to households' unique needs and resources, especially as participants' financial circumstances or housing costs change.
      - (b) Policies detailing this progressive approach include clear and fair decision guidelines and processes for reassessment for the continuation and amount of financial assistance.
      - (c) Policies and procedures also detail when and how assistance is used as a bridge to a permanent subsidy (e.g., Housing Choice Voucher).
    - (3) The program has the capacity to pay reasonable back rent and utility arrears that directly prevent a participant from being able to sign a lease.
    - (4) If participants are expected to pay an amount toward their housing, the program has written policy and procedures for determining that amount, and it is an amount that is reasonable in relation to participant income.

- (5) Each program participant receiving rental assistance has a legally binding, written lease for the rental unit, unless the assistance is solely for rental arrears. The lease is between the owner and the program participant, unless otherwise allowed by program funders (e.g., master lease arrangements).
- (6) Participants receiving more than one-month rental assistance are required to meet with their case manager at least once per month.
- (7) Financial and rental assistance are offered progressively and as needed. Reassessment and adjustment of rental assistance occurs at least every three months.
- (8) The program issues checks quickly and on time and has the capacity to track payments to landlords and other vendors.
- (9) Rental assistance is only provided if the total rent for the unit does not exceed the fair market rent (FMR) established by HUD and complies with HUD's standard of rent reasonableness, unless a waiver is in effect allowing for rents to exceed FMR.
- ii) Rental assistance agreements are required and used when providing rental assistance payments to a landlord.
  - (1) The rental assistance agreement must provide that, during the term of the agreement, the owner must give the rehousing agency a copy of any notice to the program participant to vacate the housing unit or any complaint used under state or local law to commence an eviction action against the program participant. In such instances, program will respond to assist participants to avoid eviction and concurrently communicate with the landlord to address concerns.
  - (2) The rental assistance agreement with the landlord must terminate and no further rental assistance payments under that agreement may be made if:
    - (a) The program participant moves out of the housing unit for which the program participant has a lease;
    - (b) The lease terminates and is not renewed; or
    - (c) The program participant becomes ineligible to receive rental assistance.
  - (3) Each program participant receiving rental assistance must have a legally binding, written lease for the rental unit, unless the assistance is solely for rental arrears. The lease must be between the owner and the program participant.
- h) Program participant eligibility and the types and amounts of assistance the program participant needs are re-evaluated and documented in the participant case file at least once every three months.
  - i) Case review and conferencing is used to guide progressive assistance (i.e., ongoing adjustment to type, amount, duration of assistance based on needs relative to obtaining and maintaining housing and achieving housing stability).
  - i) For federal ESG Program-funded assistance only: When services are provided under the homelessness prevention component to help a program participant remain in or move into permanent housing, the ESG minimum habitability standards for housing units (including lead-based paint) apply to either the current unit (if the program participant is staying in place) or to a new unit (if the program participant is moving).
- 2) For ESG-Funded rental assistance or Housing Relocation and Stabilization Services and for other non-federally funded assistance when indicated by a local funder:
  - c) Program participant eligibility and the types and amounts of assistance the program participant needs must be re-evaluated and documented in the participant case file not less than once every three months.
  - d) Eligible participants may receive up to 24 months of rental assistance during any 3-year period.
  - e) Participants must have a written lease to receive rental assistance.
  - f) Participants receiving more than one-month rental assistance are required to meet with their case manager at least once per month.
  - g) Participants are required to contribute 30% of their monthly adjusted income towards rent at minimum and seek to take on full rent as quickly as possible.

- h) Rental assistance is only provided if the total rent for the unit does not exceed the fair market rent (FMR) established by HUD and complies with HUD's standard of rent reasonableness, unless a waiver is in effect allowing for rents to exceed FMR.
- i) The program complies with all other applicable ESG Program and/or CoC Program requirements for financial and rental assistance.

## **G) PROGRAM EXIT**

- 1) Standard indicators of housing stability and crisis resolution are used to guide case closure decisions and account for participant preferences, lease-compliance, ability to pay housing costs, other conditions or issues that may affect housing stability in the near-term, and the related need for further assistance.
- 2) Program supervisors review and approve all decisions for case closure and program exit.
- 3) When closing a case, information is provided to participants about how they can access assistance from the program again if needed and what kind of follow-up assistance may be available.
  - a) In instances when a participant is at imminent risk of returning to homelessness, the program has the capacity to either directly intervene or provide referral to another prevention resource.
- 4) When closing a case, information is provided to landlords about how they can contact the program again if needed and what kind of follow-up assistance may be available.
- 5) For ESG-Funded rental assistance or Housing Relocation and Stabilization Services and for other non-federally funded assistance when indicated by a local funder:
  - a) Program participant eligibility and the types and amounts of assistance the program participant needs must be re-evaluated and documented in the participant case file not less than once every three months.
  - b) Eligible participants may receive up to 24 months of rental assistance during any 3-year period.
  - c) Participants must have a written lease to receive rental assistance.
  - d) Participants receiving more than one-month rental assistance are required to meet with their case manager at least once per month.
  - e) Participants are required to contribute 30% of their monthly adjusted income towards rent at minimum and seek to take on full rent as quickly as possible.
  - f) Rental assistance is only provided if the total rent for the unit does not exceed the fair market rent (FMR) established by HUD and complies with HUD's standard of rent reasonableness, unless a waiver is in effect allowing for rents to exceed FMR.
  - g) When terminating assistance to a program participant, the program at a minimum, follows a process that provides:
    - i) Written notice to the program participant containing a clear statement of the reasons for termination;
    - ii) A review of the decision, in which the program participant is given the opportunity to present written or oral objections before a person other than the person (or a subordinate of that person) who made or approved the termination decision; and
    - iii) Prompt written notice of the final decision to the program participant.

## 5) PERMANENT SUPPORTIVE HOUSING

### A) PURPOSE OF PERMANENT SUPPORTIVE HOUSING

- 1) **Permanent supportive housing (PSH)** programs include single site and scattered site rental housing with a permanent subsidy and supportive services for individuals and families who are homeless and have at least one household member with a disabling condition. PSH Programs include supportive services that are designed to meet the needs of the program participants. PSH Programs may include dedicated beds/units for people who are chronically homeless, youth, survivors of domestic violence, Veterans, and other subpopulations.

### B) KEY PERFORMANCE INDICATORS

- 1) Key performance indicators for **permanent supportive housing** programs include, but are not limited to:
  - Utilization (occupancy) rate (%)
  - Average length of participation
  - Successful outcomes (#, %)
  - Successful housing outcomes (#, %)
  - Negative exits (%)
  - Returns to homelessness (recidivism) (%)
  - Increase in non-employment cash income
  - Increase in employment income
  - Cost per household
  - Cost per unit

### C) STAFFING REQUIREMENTS

- 1) Staff providing or supervising program services complete training as indicated in Section 2: General Standards and the following trainings on an annual basis, as applicable to the staff member's role (e.g., service coordinator, peer specialist, activities coordinator):
  - a) Housing problem solving and other complementary crisis intervention approaches.
  - b) Housing-focused case management approaches and standard practices.
  - c) Community prevention and housing stabilization resources and referral protocols.
  - d) Fair housing, landlord/tenant law, rights, and responsibilities.
  - e) Home visitation safety and ethics.
  - f) Program financial and rental assistance requirements and uses, including but not limited to initial and ongoing eligibility criteria, program requirements, and assistance maximums.
- 2) Program has documented routine ways to keep staff regularly updated on new strategies, policies, and housing assistance options in the community, including related housing assistance eligibility criteria, referral, and application processes.
- 3) Direct service staff provide screening, intake/assessment, housing problem solving, access to financial assistance, including connection to community and mainstream resources, and time-limited housing-focused case management and stabilization assistance.
- 4) The maximum on-site direct service staff (e.g., case manager) to resident ratio is generally 1:25. Direct service staff to client ratios may be lower or higher, depending on the resident population. For example, newly leasing up Programs and/or Programs with higher proportion of vulnerable residents with higher service needs should have ratios lower than 1:25, while established Programs with lower service need residents may have ratios that are higher than 1:25.



- 5) The program designates staff or partners with a third-party provider whose responsibility is to identify and recruit landlords, if applicable, and encourage them to rent to homeless households served by the program.
  - a) Staff working with landlords have the knowledge, skills, and agency resources to understand landlords' perspectives, understand landlord and tenant rights and responsibilities, and negotiate landlord supports.
  - b) A program may have dedicated staff for whom this is the primary responsibility. If a program does not have a dedicated staff person(s) or does not partner with a third-party provider, then case managers fulfill this function, with responsibilities including landlord recruitment and negotiation.

## **D) PROGRAM ACCESS**

- 1) PSH programs participate in and receive all referrals for homeless dedicated units from CAS unless otherwise exempted by funders and CoC/SSF.
- 2) Homeless dedicated units in PSH programs are accessed via referral from CAS, including 211 and affiliated CAS access points, emergency shelters, and other referral pathways approved by program funders. Referral partners use standard screening criteria and triage tools to identify, prioritize, and refer potentially eligible households.
- 3) PSH programs have a Tenant Selection Plan that specifies the number of homeless dedicated units (or vouchers, if scattered site), including the subset of units dedicated for people experiencing chronic homelessness.
  - a) The Tenant Selection Plan specifies the basis for which an applicant would be considered ineligible, including the specific legal, financing, and/or health and safety justification for each ineligibility condition (e.g., exclusions for people who have a prior felony conviction for arson within a specified period).
  - b) There is a written procedure for consideration of any tenant selection plan exceptions the program is able to provide exception for.
- 4) PSH programs provide an expedited admission process to the greatest extent possible, including but not limited to:
  - a) Responding to PSH referrals within 2 business days.
  - b) Not requiring applicants to participate in more than two interviews, apart from what may be required by program housing assistance sources (e.g., Housing Choice Voucher);
  - c) Not requiring application-related fees or providing assistance to pay for application fees (i.e., in no instance is inability to pay a barrier).
  - d) Expediting admissions decisions and seeing to admit new participants within a few days (if eligible and if an opening is available or forthcoming).
  - e) Assisting applicants with obtaining necessary documentation.
- 5) PSH programs use standardized, brief screening questions approved for CAS to determine household needs and eligibility.
- 6) Wherever possible, PSH programs facilitate and support shared housing arrangements to support affordable tenancy and housing stability, consistent with federal, state, and local law, best practices, and client preferences.
- 7) During the admissions process, prospective applicants have the same client rights as enrolled PSH clients.
  - a) The program gives program applicants a copy of the clients' rights document, information about appeals, and admission decision with application materials.
  - b) Applicants who submit incomplete applications are provided a written description of information needed to complete the application, timeframe for completion, and are provided assistance by their case manager or program staff and/or referral sources as needed.

## **E) ELIGIBILITY AND PRIORITIZATION**

- 1) PSH programs with homeless dedicated units serve households who meet the following eligibility criteria and provide necessary documentation to establish eligibility per details below.

- a) **Homeless status:** Prospective applicants must be literally homeless residing in emergency shelter, transitional housing (only in limited circumstances), or place not meant for human habitation, according to criteria in paragraph (1) or (4) of the federal homeless definition. Prospective Applicants must have documentation of their homeless status and the length of time they have experienced homelessness, consistent with CAS policies and procedures.
  - b) **Disability:** Prospective Applicants must have documentation of a certified disability. For households that are not chronically homeless per HUD definition, at least one household member must be disabled, including minor children in the household. Households that are chronically homeless per HUD definition must have a head of household that is disabled. The head of household may be a minor if no adult is present in the household (see Appendix A).
    - i) A certification of disability is required for each permanent supportive housing household.
    - ii) The certification of disability must be signed by a professional licensed by the State of California qualified to treat the disabling condition and must be issued not more than 180 days prior to the household's entry into the program.
    - iii) If the certification of disability is not available, a written Social Security Administration verification or copies of a disability check are acceptable (except Survivor's Benefits or Social Security Retirement).
  - c) **Proof of identity, Social Security Number:** Prospective Applicants must have verification of each adult household member's identity and social security number.
  - d) **Citizenship or naturalization:** Prospective Applicants must be a United States (U.S.) citizen or national or noncitizen with eligible immigration status in accordance with HUD Notice H-95-55.<sup>5</sup> Supporting documentation includes: (1) U.S. birth certificate or DD-214 (Veterans), (2) U.S. passport, (3) U.S. certification of naturalization, (4) U.S. permanent resident card or arrival-departure record. For certain PSH programs, eligibility related to citizenship or naturalization status may vary.
  - e) **Household composition:** Prospective Applicants must have documentation of household composition (e.g., custodial verification) when there are minor and/or dependent children in the household.
  - f) **Income:** Prospective applicant household income cannot exceed 30% of Area Median Income (AMI) for the household size (HUD defined "extremely low income,").
  - g) **Residency:** Prospective Applicants must be residents of Sacramento County, California. This includes people currently residing in unsheltered and sheltered locations within Sacramento County.
  - h) Additional eligibility criteria established by the PSH provider program, which may be dependent on household income, and other legally permissible funder requirements.
- 2) Prioritization for PSH assistance is determined based on prioritization protocols and tools specified in the CAS Manual. In general, PSH Programs seek to prioritize people who are experiencing chronic homelessness as defined by HUD (see Appendix A).
- a) Chronic homelessness verification requires documentation that the homeless occasion was continuous, for a 12-month period without a break in living or residing in a place not meant for human habitation or in an emergency shelter OR evidence that the household experienced at least four separate homeless episodes in the last 3 years where those occasions cumulatively total at least 12 months. A break is considered at least seven or more consecutive nights not residing in a place not meant for human habitation or in shelter. For Verification of Street Homelessness, a single documented encounter with an authorized outreach provider, on a single day within one month is sufficient to document a household as homeless for that month. This is distinct from calculating the total number of days a household is unsheltered, which is based on the sum total of days homeless during a specific episode of homelessness.

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<sup>5</sup> Exception may be allowed for certain units funded with private or local government funds.

- 3) PSH providers may deny an eligible Prospective Applicant for any legally permissible reason as outlined in the Housing Provider's Tenant Selection Plan.
- 4) Clients enrolled in PSH and RRH maintain their homeless and chronic status prior to housing move-in regardless of current residence, but do not accrue homeless time unless they are verifiably literally homeless. If a client is enrolled in a PSH or RRH program, they retain eligibility for that PSH or RRH program, regardless of where they reside between program enrollment and move-in. (i.e., homeless time no longer accrues once placed in housing, even though homeless and chronic status remain valid while enrolled in RRH).
  - c) After a client has been enrolled in a PSH or RRH program, they can stay with friends/family or in a hotel/motel without losing PSH or RRH eligibility for the program they have been enrolled in. The PSH or RRH program must document enrollment and program eligibility, including homelessness documentation at enrollment in the respective program.

**6) Violence Against Women Act (VAWA):**

- a) An applicant for assistance or tenant assisted under a covered housing program may not be denied admission to, denied assistance under, terminated from participation in, or evicted from the housing on the basis or as a direct result of the fact that the applicant or tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the applicant or tenant otherwise qualifies for admission, assistance, participation, or occupancy.
- b) A tenant in a covered housing program may not be denied tenancy or occupancy rights solely on the basis of criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking if:
  - i) The criminal activity is engaged in by a member of the household of the tenant or any guest or other person under the control of the tenant, and
  - ii) The tenant or an affiliated individual of the tenant is the victim or threatened victim of such domestic violence, dating violence, sexual assault or stalking.
- c) All leases or rental assistance contracts must include VAWA protections. Except for tenant-based rental assistance, this includes the right to break the lease without penalty if the tenant qualifies for an emergency transfer. See section below: Emergency Transfer for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking.

## **F) PERMANENT SUPPORTIVE HOUSING ASSISTANCE**

- 1) Service participation is voluntary, unless otherwise required or authorized by program funders, including as part of an eviction prevention plan.
- 2) **Assessment:** A collaborative, housing-focused assessment is conducted to determine each household's situation within 72 hours following housing move-in, and at least annually to examine urgent and non-urgent service needs, preferences, and other information pertinent to assisting the household to achieve and maintain stable housing.
  - a) Resident assessments examine strengths and deficits relative to the skills needed for independent living and housing stability. This includes daily living skills, self-care, housekeeping, meal preparation and nutrition, accessing and acquiring goods and services in the community, and ability to adhere to lease requirements and resident rules.
  - b) Resident assessments also examine factors related to resident health and well-being, including general physical health, mental health, substance use/abuse, and other relevant issues impacting resident health.
  - c) Assessments are conducted by staff who are appropriately trained and qualified to complete the assessment used by the Program.
  - d) Following placement and established housing stability, households are further engaged in assessment to determine options for greater independence, including "move-on" and similar opportunities to transition from PSH to community-based housing and services.
- 3) **Housing-focused case management:** Participants are offered, but not required to participate in services that they may need to attain and stabilize in permanent housing except where required or authorized by program funders.

- a) Assistance is provided by program staff consistent evidence-based practices for PSH such as assertive engagement, motivational techniques, and other strategies to build rapport, trust, and an understanding of how best to support the participant remain stably housed and address other goals and service needs.
- b) Assistance is provided on a regular basis and the program routinely documents the content and outcome of case management meetings, including in HMIS.
- c) There is 24 hour per day, 7 days per week on-site and/or remote staffing availability from program service staff (may include on-call availability). Evening and weekend on-site coverage may be provided on an as-needed basis.
- d) Core housing-focused case management services include:**
  - i) Development of an individualized housing plan that accounts for participant preferences and abilities and addresses housing barriers related to income, credit, rental history, criminal history, and other conditions or circumstances presenting a barrier to housing, along with other immediate service needs and supports.
    - (1) The plan identifies the support and services the program and program service partners will provide to help keep permanent housing and address other critical and immediate service needs.
    - (2) Plans account for participant preferences/choices and include only goals created with and agreed to by the participant, with an emphasis on the following:
      - (a) Housing stability, including lease compliance and opportunities to move to more independent living;
      - (b) Physical and mental health well-being; and
      - (c) Economic well-being, including employment and mainstream benefits.
    - (3) Participant service plans are periodically reviewed by supervisory staff to ensure appropriateness relative to individual resident needs, available services and program goals.
  - ii) Assistance with the move-in process, including identifying resources for basic furnishings, accessibility modifications, or other expenses.
    - (1) The program seeks to help participants meet basic needs at move-in, such as securing basic furnishings for an apartment, including mattresses and basic kitchen items such as a pot for cooking and utensils.
  - iii) Ongoing engagement, service coordination, and assistance as needed and desired to support stable housing and other participant service needs and goals.
    - (1) New participants are provided an individualized orientation to the program, including an overview of available services, resident lease terms and rules, and nearby amenities within 14 days of move-in date.
    - (2) Program staff attempt to engage participants on a quarterly basis at a minimum, with a goal of a monthly engagement. Engagement regularity and intensity is dependent on tenant needs, barriers, and preferences to ensure tenants retain housing and receive services they want and need.
      - (a) Staff may conduct periodic apartment inspections consistent with the lease as a means to assess resident well-being, lease compliance, and remediation needs.
    - (3) Program staff explain to participants basic landlord-tenant rights and responsibilities and the requirements of their specific lease.
    - (4) Program staff work directly with the participant and the landlord or property management staff to resolve tenancy issues (e.g., failure to pay rent, unit damage, disturbing quiet enjoyment of others) when they occur to maintain the participant's tenancy.
      - (a) The program works quickly to identify a corrective course of action, and, without breaking a participant's confidentiality, keep the landlord and participant informed about the program's action to mitigate the situation.
      - (b) Program staff offer participants additional learning opportunities that can include instruction or guidance on basic landlord-tenant rights and responsibilities, requirements and prohibitions of a lease, and meeting minimum expectations for care of the housing unit, such as not causing damage, respecting the quiet enjoyment of neighbors, and managing minor maintenance needs.

- (c) The program facilitates access to other community resources that help participants resolve or navigate tenancy problems (e.g., assistance for tenant rental and utility arrears, legal aid, community mediation services).
- (5) Program staff help participants review their budgets, including income and spending, to make decisions about reducing expenses and increasing income.
  - (a) Program participants are screened for and connected to other community and mainstream housing assistance, public benefits, services, and resources for which they qualify.
- (6) Program staff work with participants to identify other appropriate community services that can assist in achieving participant goals, including information and referrals for community services and assist participants in accessing services.
  - (a) When appropriate and with participant consent, service staff seeks to coordinate services with other community service providers to ensure coordinated, efficient participant care and support.
  - (b) The program has clearly defined relationships with peer support, healthcare, employment/income programs that it can connect program participants to when appropriate.
  - (c) Participants are provided or made aware of transportation options and related assistance, including nearby public transportation and assistance with obtaining bus fare, if available.
- e) Additional housing stabilization assistance is provided as needed and may include legal services for participants facing eviction, landlord mediation services, housing location and rehousing support, and referrals to code enforcement, public health or other agencies when housing conditions may be unhealthy or potentially unsafe. These services may be provided by the program or through referral to a partner program.
- f) Except where dictated by a funder, program participants typically direct when, where, and how often case management meetings occur. Meetings occur in a participant's home and/or in a location of the participant's choosing whenever possible.
  - i) Staff respect a program participant's home and maintain ethical boundaries at all times, including scheduling appointments ahead of time, only entering when invited in, and respecting the program participant's personal property and wishes while in their home.
  - ii) The program has clearly defined relationships (e.g., via a written Memorandum of Understanding (MOU)) with healthcare, employment, income, and other mainstream and community programs and resources that it can connect program participants to when appropriate and desired.
- g) Within practical limits, participants are provided with options for a variety of on-site and off-site social and leisure opportunities that promote well-being and enjoyment.
  - i) All activities are voluntary for participants.
- h) Case review and conferencing is used to guide progressive assistance (i.e., ongoing adjustment to type, amount, duration of assistance based on needs relative to obtaining and maintaining housing and achieving housing stability).
- i) In the case of households at risk of eviction, pro-active attempts are made to secure commitment from landlords not to pursue eviction/canceling of the lease after payment. Whenever possible, programs negotiate move-out terms and assist the person/household to quickly locate and move into another unit without an eviction in coordination with landlord partners.
- j) Standard indicators of housing stability and crisis resolution are used to guide tenancy supports and that accounts for participant preferences, lease-compliance, ability to pay housing costs, other conditions or issues that may affect housing stability in the near-term, and the related need for further assistance.
- 4) **For scattered site PSH:**
  - a) The program or the program's housing navigation/landlord engagement partner offers individualized housing navigation for participants needing to secure safe, stable housing.
  - b) Newly enrolled participants and participants who need to relocate are provided with the following assistance from program staff or partners:



- i) Individualized housing location and counseling services to identify the most appropriate housing placement, including connection with private and public owners and rental agencies willing to provide permanent housing to participants.
- ii) Assistance exploring and facilitating *shared housing* opportunities in community-based housing and through master-leasing.
- iii) Assistance with housing applications and appeals and negotiating rental agreements.
- iv) Assistance with obtaining needed documentation, completing housing applications, appealing application rejections, and negotiating rental agreements.
- v) Ongoing engagement and support to facilitate stabilization in current or new housing that is safe and stable.
- c) The program continually engages in the recruitment and retention of landlord partners and has methods of tracking landlord partners and unit vacancies, unit locations, characteristics, and costs.
- d) The program has written policies and procedures for landlord recruitment activities, including screening out potential landlord partners who have a history of poor compliance with their legal responsibilities and fair housing practices.
- e) The program offers a standard, basic level of support to all landlords who lease to program participants. This support is detailed in a written policy or other descriptive material distributed to landlords. Programs can negotiate additional supports, as needed, on a case-by-case basis.
- f) At a minimum, program staff or service partner responds quickly (within one business day) to landlord calls about serious tenancy problems and offers support to resolve conflicts around lease requirements, complaints by other tenants, and timely rent payments.

**5) For single site PSH:**

- a) Each unit is furnished upon participant move-in with at least a bed/crib and appropriate linens/bedding for each participant; dresser, table, and chairs. Staff also seek to provide basic kitchen/bathroom supplies.
- b) The roles and responsibilities of service and property management staff are clearly communicated to participants.
- c) Service and property management staff communicate regularly regarding participant issues related to lease compliance and supportive service needs. This may include regularly scheduled meetings or ad hoc meetings, as needed.
- d) Program staff are informed of concerns about participant lease compliance and involved in decisions concerning responses to participant lease compliance and remediation.

## **G) MEDICAL REMINDERS AND/OR MEDICATION ASSISTANCE**

- 1) When requested and as appropriate, staff provides medical reminders and/or medication assistance to participants.
- 2) The program does not keep or administer participant medication, unless such services are an express option provided by the Program and are administered by an appropriately licensed professional.

## **H) LEASE AGREEMENTS**

- 1) All PSH participants have a formal lease agreement that is consistent with federal, state, and local law and with a minimum term of 12 months. The lease / occupancy agreements must be terminable for cause and automatically renew upon expiration for at least 1 month, except on prior notice by either party.
- 2) The program does not charge program fees to participants. If participants are required to contribute towards rent, the lease must require the participant to pay their rent contribution directly to the landlord/lessor.
- 3) If a PSH-qualifying participant dies, is incarcerated, or is institutionalized for more than 90 days, the participant is exited from the program. Program-assisted housing ends at lease expiration for any surviving/remaining members of the household.

## **I) FAIR MARKET RENT AND RENT REASONABLENESS**

- 1) PSH programs comply with HUD rent reasonableness and Fair Market Rent (FMR) requirements as applicable.

## **J) RENT AND UTILITY ASSISTANCE**

- 1) The agency has written income determination and rental assistance policies and procedures to consistently and fairly determine updates to participant's income and establish the amount of monthly assistance to provide for rent and utilities and the expected tenant contribution to monthly rent and utility expenses.
  - a) The policy is easily explained and understood by participants and staff.
- 2) The agency that determines the participants' rent must assess household income initially and at least annually, using the household's most recent income documentation, to determine the tenant portion of the rent.
  - a) Participants are instructed to inform staff of any household income changes that take place during the year and how to report such changes.
  - b) Staff must make appropriate adjustments to the participant portion of the rent when notified of household income changes.
  - c) Participant rent and utility costs are reassessed and adjusted according to participant income at least annually or when a participant experiences a loss of income and as otherwise required by program funders.
- 3) The participant portion of rent and utilities does not exceed 30% of the monthly adjusted gross income, 10% of Annual Gross Income, or the portion of any public assistance designated for housing costs, whichever is greater.
- 4) For CoC Program-funded rental assistance units, rent cannot be paid with federal funds for units that are vacant more than 30 days or for units leased without an eligible tenant assigned.
- 5) Rental assistance agreements are required and used when using HUD funds to make rental assistance payments to a landlord.
  - a) The rental assistance agreement must provide that, during the term of the agreement, the owner must give the rehousing agency a copy of any notice to the program participant to vacate the housing unit or any complaint used under state or local law to commence an eviction action against the program participant. In such instances, program will respond to assist participants to avoid eviction and concurrently communicate with the landlord to address concerns.
  - b) The rental assistance agreement with the landlord must terminate and no further rental assistance payments under that agreement may be made if:
    - i) The program participant moves out of the housing unit for which the program participant has a lease;
    - ii) The lease terminates and is not renewed; or
    - iii) The program participant becomes ineligible to receive ESG rental assistance.
  - c) Each program participant receiving rental assistance must have a legally binding, written lease for the rental unit, unless the assistance is solely for rental arrears. The lease must be between the owner and the program participant.
    - i) Programs adhere to all other federal ESG Program and CoC Program requirements.

## **K) SINGLE SITE PSH FACILITIES**

- 1) Single site PSH programs maintain adequate office and meeting space to support on-site staffing and services.
  - a) Office and other meeting spaces used by staff for the delivery of supportive services and/or for staff to meet with participants are clean, comfortable, trauma-informed, and well-maintained.
- 2) There are individual mailboxes for participants. Mailboxes accessible in common areas have individual locks.
- 3) The site is within one quarter mile walking distance of public transit or the program otherwise provides transportation assistance.
- 4) The site is accessible to social services, medical facilities, shopping, and places of employment.

- 5) Staff provides verbal and written information to participants regarding amenities that are provided in the building and in the surrounding area, including a map when requested.
- 6) **Community space:**
  - a) Community space, including lobbies, sitting areas, meeting rooms, mail rooms, laundry rooms, and trash collection areas, are easily accessible to all tenants.
  - b) All common rooms and public spaces, including any shared furnishings, are clean and in good repair.
  - c) Smoking is not permitted in common areas indoors and only in outdoor spaces no adjacent to building entry or egress points. Areas where smoking is and is not permitted are clearly defined and marked.
  - d) Building common space rules clearly describe acceptable use and behavior in common and public areas.
  - e) Participants are free to use common and public space twenty-four hours a day, seven days a week in a manner consistent with the tenant lease and building rules. Tenant lease and/or building rules may restrict access during certain hours to mitigate reasonable concerns related to safety and property theft.
- 7) **Parking:**
  - a) There is on-site, free parking for participants with automobiles or motorcycles or the program otherwise supports participants in securing free or low-cost parking.
  - b) There are accessible, on-site locations where participants may secure bicycles.
- 8) **Pets/service animals/animal care:**
  - a) The PSH program has a policy regarding whether pets are allowed in the facility, consistent with the lease and federal, state, and local law.
  - b) Per ADA requirements, the program makes reasonable accommodation for service animals. Additional information regarding ADA requirements for service animals from the U.S. Department of Justice is included in [ADA Requirements: Service Animals](#).
- 9) **Laundry**
  - a) A laundry facility with working washers and dryers is available for participants twenty-four hours a day, seven days a week in a manner consistent with the tenant lease and building rules or the program provide a means for participants to access free or low-cost laundry facilities.
    - i) The participant lease and/or building rules may restrict access during certain hours to mitigate reasonable concerns related to safety and property theft.

## **L) TRANSFERS BETWEEN PROGRAMS**

- 1) Current PSH tenants are able to transfer to other PSH units within the Sacramento CoC when a documented tenant need presents and the tenant meets any other eligibility criteria or preferences for the housing program they transfer to and consistent with CAS policies and procedures.
  - a) Tenant transfers are at the discretion of the tenant and may include opportunities to be placed a more or less intensive or structured PSH environment based on tenant needs and choices.
  - b) Tenants retain their original homeless or chronically homeless status for the purposes of the transfer.
  - c) When accepting a transfer from another PSH Program, the receiving PSH program keeps records on file demonstrating that the tenant:
    - i) Is transferring from another PSH program;
    - ii) The reason for the transfer; and
    - iii) Met the eligibility requirements for PSH prior to entering the original PSH program.
  - iv) In the case of the elimination of a PSH program unit to reallocation of funds or other reasons, the PSH program or parent agency works with tenants to identify alternate placements or work on housing stability and exit plans that will help tenants prepare to exit by the PSH Program's closing.

- d) PSH providers follow lease terms for tenant deposit refund upon tenant transfer.

## **M) EMERGENCY TRANSFER FOR VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING**

- 1) In accordance with the Violence Against Women Act (VAWA), current PSH participants within CoC and other HUD programs who are victims of domestic violence, dating violence, sexual assault, or stalking are allowed to request an emergency transfer from the participant's current unit to another unit. A PSH participant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD's regulations at 24 CFR part 5, subpart L is eligible for an emergency transfer, if:
  - a) The PSH participant reasonably believes that there is a threat of imminent harm from further violence if the PSH participant remains within the same unit.
  - b) The PSH participant is a victim of sexual assault, the PSH participant may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer.
  - c) The PSH participant expressly requests the transfer in accordance with the procedures described.
- 2) PSH participants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements.
- 3) The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation.
- 4) PSH program ability to honor such request for PSH participants currently receiving assistance may depend upon:
  - a) A preliminary determination that the PSH participant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and
  - b) On whether PSH has another dwelling unit that is available and is safe to offer the PSH participant for temporary or more permanent occupancy.
- 5) The PSH program has a detailed transfer procedure based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), the Federal agency that oversees that HUD-funded PSH is in compliance with VAWA.

## **N) TEMPORARY RELOCATION**

- 1) The program takes all reasonable steps to minimize the displacement of participants. Current participants within units managed by provider, who are required to move temporarily, are offered relocation assistance in accord with federal Uniform Relocation Act requirements, as applicable.
- 2) Participants required to relocate temporarily are offered a decent, safe, and sanitary unit in the same building or complex (single sites) or in a comparable unit in the same geographic area (scattered sites) with comparable supportive services.

## **O) PERMANENT DISPLACEMENT<sup>6</sup>**

- 1) A "displaced person" is any person that moves permanently, as a direct result of acquisition, rehabilitation, or demolition of a housing Program. This includes any permanent involuntary move where the participant is not eligible to return to a housing Program through no fault of their own. For example: If the owner issues a notice to move permanently from the property, or refuses to renew an expiring lease.

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<sup>6</sup> Refer to 42 USC Ch. 61: Uniform Relocation Assistance and Real Property Acquisition Policies for Federal And Federally Assisted Programs.

- 2) The program takes all reasonable steps to minimize the displacement of participants. Current PSH participants who are required to permanently relocate are offered relocation assistance.
- 3) Participants permanently displaced are offered decent, safe, and sanitary comparable housing options and comparable supportive services. Any participant who has been temporarily relocated for a period beyond one year is treated as permanently displaced and offered relocation assistance.
- 4) A participant does not qualify as a “displaced person” if the person has been evicted for serious or repeated violation of the terms and conditions of the lease/occupancy agreement.

## **P) ABSENCES FROM UNITS AND PARTICIPANT TERMINATION**

- 1) The program has a termination policy and practice of providing written plans for at-risk participants that includes strategies for intervention, prevention, or housing retention that help participants avoid losing housing.
- 2) The program has clear policies and procedures in place regarding absences from units and participant termination. Terminations from PSH follow eviction procedures consistent with federal, state, and local law, and CAS policies and procedures.
- 3) When a participant leaves a federal CoC Program-funded unit:
  - a) For a Rental Assistance unit only: if a unit is vacated before the expiration of the lease, the assistance for the unit may continue for a maximum of 30 days from the end of the month in which the unit was vacated, unless occupied by another eligible person. No additional assistance will be paid until the unit is occupied by another eligible person.
  - b) For a Leasing Assistance unit: the lease is between the PSH Provider and the owner of the property and the PSH Provider is required to make payments on a unit in compliance with the lease, regardless of whether the PSH Provider has housed a CAS referred participant in the unit or structure.
  - c) Brief periods of stay in institutions (such as jail, hospital, etc.), of less than 90 days are not considered vacancies. Participants continue to receive Rental Assistance during this time and are not terminated. Once a person resides at an institution for more than 90 days, they are no longer eligible for Rental Assistance.
- 4) The program maintains documentation of:
  - a) The date of unit vacancy.
  - b) Documentation of any participant intervention, prevention or housing retention utilized before termination.
  - c) Documentation of any participant hearings or appeals.
  - d) Documentation of institutional stays of less than 90 days.

## **Q) HOUSING QUALITY**

- 1) PSH units have at least a living room, a kitchen area, a bathroom, and one bedroom or living/sleeping room for each two persons (except single room occupancy (SROs) units).
  - a) Children of the opposite sex, other than very young children, are not required to occupy the same bedroom or living/sleeping room.
- 2) Exterior doors and windows are lockable.
- 3) Each unit has a bathroom that affords privacy and is for the exclusive use of the occupants.
- 4) PSH units have suitable space and equipment to store, prepare, and serve food in a sanitary manner, including an oven and stove or range, a refrigerator, and a kitchen sink with hot and cold running water.
  - a) Hot plates are not acceptable substitutes for stoves or ranges (except SROs).
  - b) A microwave may be substituted for an oven and stove if the participant agrees and if microwaves are furnished to both subsidized and unsubsidized participants in the same premises.
- 5) For CoC Program-funded PSH: If the household composition changes, the program relocates the household to a more appropriately sized unit with continued access to appropriate supportive services.



- 6) Program housing units (scattered or single site) meet the following minimum HUD standards for safe, decent, and sanitary housing in good repair, including dwelling units, building exterior, building systems, and common areas. PSH Programs may have to adhere to additional building, health and safety codes per federal, state, and local law and funding requirements, including HUD Housing Quality Standards (HQS).
- a) **Site:**
    - i) The site components, such as fencing and retaining walls, grounds, lighting, mailboxes/Program signs, parking lots/driveways, play areas and equipment, refuse disposal, roads, storm drainage and walkways must be free of health and safety hazards and be in good repair.
    - ii) The site must not be subject to material adverse conditions, such as abandoned vehicles, dangerous walks or steps, poor drainage, septic tank back-ups, sewer hazards, excess accumulations of trash, vermin or rodent infestation or fire hazards.
  - b) **Building exterior:**
    - i) Each building on the site must be structurally sound, secure, habitable, and in good repair. Each building's doors, fire escapes, foundations, lighting, roofs, walls, and windows, where applicable, must be free of health and safety hazards, operable, and in good repair.
  - c) **Building systems:**
    - i) Each building's domestic water, electrical system, elevators, emergency power, fire protection, HVAC, and sanitary system must be free of health and safety hazards, functionally adequate, operable, and in good repair.
  - d) **Dwelling units:**
    - i) Each dwelling unit within a building must be structurally sound, habitable, and in good repair. All areas and aspects of the dwelling unit (for example, the unit's bathroom, call-for-aid (if applicable), ceiling, doors, electrical systems, floors, hot water heater, HVAC (where individual units are provided), kitchen, lighting, outlets/switches, patio/porch/balcony, smoke detectors, stairs, walls, and windows) must be free of health and safety hazards, functionally adequate, operable, and in good repair.
      - (1) Where applicable, the dwelling unit must have hot and cold running water, including an adequate source of potable water (note for example that single room occupancy units need not contain water facilities).
      - (2) If the dwelling unit includes its own sanitary facility, it must be in proper operating condition, usable in privacy, and adequate for personal hygiene and the disposal of human waste.
      - (3) The dwelling unit must include at least one battery-operated or hardwired smoke detector, in proper working condition, on each level of the unit.
  - e) **Common areas:**
    - i) The common areas must be structurally sound, secure, and functionally adequate for the purposes intended.
    - ii) The basement/garage/carport, restrooms, closets, utility, mechanical, community rooms, day care, halls/corridors, stairs, kitchens, laundry rooms, office, porch, patio, balcony, and trash collection areas, if applicable, must be free of health and safety hazards, operable, and in good repair.
    - iii) All common area ceilings, doors, floors, HVAC, lighting, outlets/switches, smoke detectors, stairs, walls, and windows, to the extent applicable, must be free of health and safety hazards, operable, and in good repair.
    - iv) These standards for common areas apply, to a varying extent, to all HUD housing, but will be particularly relevant to congregate housing, independent group homes/residences, and single room occupancy units, in which the individual dwelling units (sleeping areas) do not contain kitchen and/or bathroom facilities.
  - f) **Health and safety concerns:**
    - i) All areas and components of the housing must be free of health and safety hazards. These areas include, but are not limited to, air quality, electrical hazards, elevators, emergency/fire exits, flammable materials, garbage and debris, handrail hazards, infestation, and lead-based paint. For example, the buildings must have fire exits that are not blocked and have handrails that are undamaged and have no other observable deficiencies.
    - ii) The housing must have no evidence of infestation by rats, mice, or other vermin, or of garbage and debris.

- iii) The housing must have no evidence of electrical hazards, natural hazards, or fire hazards.
  - iv) The dwelling units and common areas must have proper ventilation and be free of mold, odor (e.g., propane, natural gas, methane gas), or other observable deficiencies.
  - v) The housing must comply with all requirements related to the evaluation and reduction of lead-based paint hazards.
- 7) Housing Inspections are conducted prior to unit occupancy and at least annually to ensure consistency with housing quality standards.
  - 8) Site-based PSH programs: the program has a housekeeping and maintenance plan. The plan is implemented routinely and staff documents when chores or routine maintenance tasks are completed.
  - 9) Site-based PSH programs with desk staff: the program ensures staff are responsible for monitoring the facility entrance and are aware of participants attempting to access the building.
    - a) There is a mechanism, such as security cameras, to allow staff to see who requests access to the building.

## APPENDIX A: TERMINOLOGY

The following terms are used in this document.

### **Agency:**

An organization that operates one or more program types identified in this document for individuals and families at-risk of or experiencing homelessness in Sacramento County, California.

### **Area Median Income (AMI):**

The gross median household income for a specific Metropolitan Statistical Area, county or non-metropolitan area established annually by HUD. AMI is used in many federal programs to determine eligibility and make rent calculations.

### **Assertive Engagement:**

The process whereby a worker uses their interpersonal skills and creativity effectively to make the environments and circumstances that their service users are encountered in more conducive to change than they might otherwise be, for at least the duration of the engagement.

### **Chronic Homelessness (HUD Definition):**

- A homeless individual with a disability as defined in section 401(9) of the McKinney-Vento Assistance Act (42 U.S.C. 11360(9)), who:
  - Lives in a place not meant for human habitation, a safe haven, or in an emergency shelter, and
  - Has been homeless and living as described for at least 12 months\* or on at least 4 separate occasions in the last 3 years, as long as the combined occasions equal at least 12 months and each break in homelessness separating the occasions included at least 7 consecutive nights of not living as described.
- An individual who has been residing in an institutional care facility for less, including jail, substance abuse or mental health treatment facility, hospital, or other similar facility, for fewer than 90 days and met all of the criteria of this definition before entering that facility; or
- A family with an adult head of household (or, if there is no adult in the family, a minor head of household) who meets all of the criteria of this definition, including a family whose composition has fluctuated while the head of household has been homeless.

### **Continuum of Care (CoC) (HUD Definition):**

The group organized to carry out the responsibilities required under this part [the CoC Program interim rule] and that is composed of representatives of organizations, including nonprofit homeless providers, victim service providers, faith-based organizations, governments, businesses, advocates, public housing agencies, school districts, social service providers, mental health agencies, hospitals, universities, affordable housing developers, law enforcement, organizations that serve homeless and formerly homeless veterans, and homeless and formerly homeless persons to the extent these groups are represented within the geographic area and are available to participate. The Sacramento CoC also includes the City of Sacramento, Sacramento County, other local municipalities within Sacramento County, the Sacramento Housing Redevelopment Authority (SHRA), and Sacramento Steps Forward, which serves as the CoC's "Collaborative Applicant" for federal CoC Program funding.

### **Coordinated Entry (CE), or alternatively, Coordinated Assessment System (CAS):**

As defined by HUD, CE means a centralized or coordinated process designed to coordinate program participant intake assessment and provision of referrals. A centralized or coordinated assessment system covers the geographic area, is easily accessed by individuals and families seeking housing or services, is well advertised, and includes a comprehensive and standardized assessment tool. CAS must include means to match people to shelter and housing

resources for which they are eligible, as well as prioritize people based on an assessment of their needs and vulnerabilities when shelter, housing, or other needed assistance is limited and unable to assist everyone who is eligible and seeking assistance. HUD requires every CoC operate a Coordinated Entry process which must at minimum allocate all CoC Program funded housing resources.

**Disability (HUD Definition):**

- A person shall be considered to have a disability if he or she has a disability that:
  - i. Is expected to be long-continuing or of indefinite duration;
  - ii. Substantially impedes the individual's ability to live independently;
  - iii. Could be improved by the provision of more suitable housing conditions; and
  - iv. Is a physical, mental, or emotional impairment, including impairment caused by alcohol or drug abuse, posttraumatic stress disorder, or brain injury.
- A person will also be considered to have a disability if he or she has a developmental disability.
- A person will also be considered to have a disability if he or she has acquired immunodeficiency syndrome (AIDS) or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome, including infection with the human immunodeficiency virus (HIV).

**Fair Market Rent (FMR):**

Fair Market Rent provides a standard for rent based on unit size for different geographic areas. These standards are often used as a limit for how much rent can be charged or supported in certain programs. FMRs are published in the Federal Register annually by HUD.

**Harm Reduction:**

"Harm-reduction" means a set of strategies, policies, and practices aimed at mitigating the negative social and physical consequences associated with various human behaviors, including, but not limited to, substance use, and that do not rely on punitive measures to gain program compliance.

**Homeless (HUD Definition):**

**Category 1: Literally Homeless**

Individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:

- Has a primary nighttime residence that is a public or private place not meant for human habitation;
- Is living in a publicly or privately-operated shelter designated to provide temporary living arrangements (including congregate shelters, TH, and hotels and motels paid for by charitable organizations or by federal, state and local government programs); or
- Is exiting an institution where he/she has resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.

**Category 2: Imminent Risk of Homelessness**

Individual or family who will imminently lose their primary nighttime residence, if:

- Residence will be lost within 14 days of the date of application for homeless assistance;
- No subsequent residence has been identified; and
- The individual or family lacks the resources or support networks needed to obtain other permanent housing.

**Category 3: Homeless Under Other Federal Statutes<sup>9</sup>**

Unaccompanied youth under 25 years of age, or families with Category 3 children and youth, who do not otherwise qualify as homeless under this definition, but who:

- Are defined as homeless under the other listed federal statutes;
- Have not had a lease, ownership interest, or occupancy agreement in permanent housing during the 60 days prior to the homeless assistance application;
- Have experienced persistent instability as measured by two moves or more in the preceding 60 days; and
- Can be expected to continue in such status for an extended period due to special needs or barriers.

**Category 4: Fleeing/Attempting to Flee Domestic Violence**

Any individual or family who:

- Is fleeing, or is attempting to flee, domestic violence;
- Has no other residence; and
- Lacks the resources or support networks to obtain other permanent housing.

**Homeless Management Information System (HMIS):**

A Homeless Management Information System (HMIS) is a web-based local information technology system used to collect client-level data and data on the provision of housing and services to homeless individuals and families and persons at risk of homelessness. The operation of an HMIS and much of the data that is collected are federally mandated, but each community operates its own HMIS system.

**Housing First:**

**According to California state law<sup>7</sup>:** “Housing First” means the evidence-based model that uses housing as a tool, rather than a reward, for recovery and that centers on providing or connecting homeless people to permanent housing as quickly as possible. Housing First providers offer services as needed and requested on a voluntary basis and that do not make housing contingent on participation in services.

**“Core components of Housing First” means all of the following:**

- (1) Tenant screening and selection practices that promote accepting applicants regardless of their sobriety or use of substances, completion of treatment, or participation in services.
- (2) Applicants are not rejected on the basis of poor credit or financial history, poor or lack of rental history, criminal convictions unrelated to tenancy, or behaviors that indicate a lack of “housing readiness.”
- (3) Acceptance of referrals directly from shelters, street outreach, drop-in centers, and other parts of crisis response systems frequented by vulnerable people experiencing homelessness.
- (4) Supportive services that emphasize engagement and problem solving over therapeutic goals and service plans that are highly tenant-driven without predetermined goals.
- (5) Participation in services or program compliance is not a condition of permanent housing tenancy.
- (6) Tenants have a lease and all the rights and responsibilities of tenancy, as outlined in California's Civil, Health and Safety, and Government codes.
- (7) The use of alcohol or drugs in and of itself, without other lease violations, is not a reason for eviction.

---

<sup>7</sup> [California Code, Welfare and Institutions Code - WIC § 8255](#)



(8) In communities with coordinated assessment and entry systems, incentives for funding promote tenant selection plans for supportive housing that prioritize eligible tenants based on criteria other than “first-come-first-serve,” including, but not limited to, the duration or chronicity of homelessness, vulnerability to early mortality, or high utilization of crisis services. Prioritization may include triage tools, developed through local data, to identify high-cost, high-need homeless residents.

(9) Case managers and service coordinators who are trained in and actively employ evidence-based practices for client engagement, including, but not limited to, motivational interviewing and client-centered counseling.

(10) Services are informed by a harm-reduction philosophy that recognizes drug and alcohol use and addiction as a part of tenants' lives, where tenants are engaged in nonjudgmental communication regarding drug and alcohol use, and where tenants are offered education regarding how to avoid risky behaviors and engage in safer practices, as well as connected to evidence-based treatment if the tenant so chooses.

(11) The project and specific apartment may include special physical features that accommodate disabilities, reduce harm, and promote health and community and independence among tenants.

**Housing Problem Solving:**

A person-centered, housing-focused approach to explore creative, safe, and cost-effective solutions to quickly resolve a housing crisis — even if just temporarily — with limited or no financial support. Housing problem solving is not a one-time event and instead, problem-solving techniques can be used in many circumstances to support a more effective implementation of homelessness prevention, diversion, and rapid exit strategies.

**Motivational Interviewing:**

An evidence-based approach for working with individuals that focuses on allowing each person to direct the change rather than telling them what they need to do, beginning with an understanding of what stage of change an individual is in currently.

**Program:**

A service provided by a local social service, housing, healthcare, or other entity to meet the homelessness prevention or assistance needs of people in Sacramento County.

**Program Participant, Client, and Resident:**

The terms “program participant,” “client,” “resident” and like terms are all used to describe people who may qualify for and use the different program types included in this manual.

**Rent Reasonableness:**

A HUD standard to ensure that rents for units covered by a subsidy program are reasonable in relation to rents being charged for comparable unassisted units in the same market.

**Trauma-Informed Care:**

Trauma-informed care means a set of practices that promote safety, empowerment, and healing in recognition that program participants may have experienced trauma that informs their experiences and responses.

**Victim Service Provider (VSP):**

A Victim Service Provider is a private nonprofit organization whose primary mission is to provide services to victims of domestic violence, dating violence, sexual assault, or stalking. Providers include rape crisis centers, domestic violence shelters and transitional housing programs, and other programs.

**ACORD**<sup>TM</sup>**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

11/18/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>USI Insurance Services, LLC</b> <b>Lic # OG11911</b> <b>575 Market Street, Suite 3750</b> <b>San Francisco, CA 94105-5848</b>	<b>CONTACT NAME:</b> Amy L Sieck <b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> amy.sieck@usi.com																					
<b>INSURED</b> <b>First Step Housing, dba FSC</b> <b>1400 A Street , Bldg A</b> <b>P.O. Box 188228</b> <b>Sacramento, CA 95818-8228</b>	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> </thead> <tbody> <tr> <td colspan="2"><b>INSURER A : Berkley Regional Insurance Company</b></td><td><b>29580</b></td></tr> <tr> <td colspan="2"><b>INSURER B : Service American Indemnity Company</b></td><td><b>39152</b></td></tr> <tr> <td colspan="2"><b>INSURER C : Travelers Casualty and Surety Company</b></td><td><b>19038</b></td></tr> <tr> <td colspan="2"><b>INSURER D :</b></td><td></td></tr> <tr> <td colspan="2"><b>INSURER E :</b></td><td></td></tr> <tr> <td colspan="2"><b>INSURER F :</b></td><td></td></tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	<b>INSURER A : Berkley Regional Insurance Company</b>		<b>29580</b>	<b>INSURER B : Service American Indemnity Company</b>		<b>39152</b>	<b>INSURER C : Travelers Casualty and Surety Company</b>		<b>19038</b>	<b>INSURER D :</b>			<b>INSURER E :</b>			<b>INSURER F :</b>		
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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	HHN853011013	04/15/2024	04/15/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		X	HHN853011013	04/15/2024	04/15/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			HHN853011013	04/15/2024	04/15/2025	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	SATIS0368404	11/17/2024	11/17/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Crime			HHN853011013	04/15/2024	04/15/2025	Employee Theft \$25,000
C	EPL			108027616	04/18/2024	04/18/2025	\$1,000,000 all claims

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**RE: Activities of Named Insured.**

**City of Sacramento, its officials, employees, or volunteers is named as additional insured under general liability. This insurance is primary and noncontributory.**

**CERTIFICATE HOLDER****CANCELLATION**

City of Sacramento  
 c/o EXIGIS LLC  
 P.O. Box 947  
 Murrieta, CA 92564-0947

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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(iii) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (b)(i) or (b)(ii) above.

(c) "Property damage" to property:

(i) Owned, occupied or used by; or

(ii) Rented to, in the care, custody, or control of, or over which physical control is being exercised for any purpose by you, any of your "employees," any partner, or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

**g. Additional Insured - LIMITATIONS**

(1) The persons, entities, or organizations to which coverage is extended under Paragraphs **a.** (Athletic Activity Participants), **b.** (Contractual Obligations), **c.** (Funding Sources), **d.** (Managers or Lessors of Premises), and **e.** (Owner, Manager, Operator, or Lessor of "Special Events" Premises) are Additional Insureds, but only:

(a) With respect to each Additional Insured's vicarious liability for "actual damages" solely caused by you or by "your work" that is ongoing for such Additional Insured's supervision of "your work"; and

(b) If the Additional Insured did not cause or contribute to the "occurrence" or act resulting in liability.

(2) If an endorsement is attached to this policy and specifically names a person or organization as an Additional Insured, then the coverage extended under this paragraph **4. AUTOMATIC ADDITIONAL INSURED(S)** does not apply to that person, entity, or organization.

(3) The following is added to **Section V - Definitions**:

**24.** "Actual Damages" is to have its usual and customary legal meaning and excludes without limitation, punitive damages, restitution, penalties, and formula damages added to "actual damages" and any other enhanced damages.

(4) All other terms and conditions of this Coverage Part which are not inconsistent with this Paragraph **h.** apply to coverage extended to the above referenced Additional Insureds **REGARDLESS OF WHETHER OR NOT A COPY OF THIS COVERAGE PART AND/OR ITS ENDORSEMENTS ARE DELIVERED TO AN ADDITIONAL INSURED.**

**L. BLANKET WAIVER OF SUBROGATION**

Paragraph **8.** under **Section IV - Commercial General Liability Conditions** is deleted and replaced with the following:

**8. Transfer of Rights Of Recovery Against Others To Us And Blanket Waiver Of Subrogation**

- a.** If an insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
- b.** If required by written "insured contract," we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract for that person or organization and included in the "products-completed operations hazard."

**M. PRIORITY OF APPLICATION FOR MULTIPLE INSURED**

**Section III - Limits Of Insurance** is amended to add the following paragraph:

**8.** In the event a claim or "suit" is brought against more than one insured, due to "bodily injury" or "property damage" from the same "occurrence," or "personal injury," or "advertising injury," from the same offense, we will apply the Limits of Insurance in the following order:

- a.** You;
- b.** Your "executive officers," directors, "employees," and
- c.** Any other insureds in any order that we choose.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NONCONTRIBUTORY –  
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

## BUSINESS AUTO BROADENING ENDORSEMENT

No deductible applies to this coverage.

### 15. Deductible Amendment

The following is added to Section III – Physical Damage Coverage, A. Coverage, Paragraph D. Deductible.

In the event that a “loss” from one “accident” involves two or more covered “autos”, only the largest applicable deductible for Comprehensive, Specified Causes Of Loss, or Collision coverage will apply. This provision applies only to those “autos” designated in the Schedule or Declarations to have Comprehensive, Specified Causes Of Loss, or Collision coverage.

### 16. Glass Deductible

The following is added to Section III – Physical Damage Coverage, Paragraph D. Deductible.

No deductible applies to “loss” to glass used in the windshield, doors or windows of a covered “auto”.

### 17. Knowledge Of Occurrence

The following replaces Section IV – Business Auto Conditions, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit Or Loss, a.

- a. In the event of “accident”, “claim”, “suit” or “loss”, you must give us or our authorized representative prompt notice of the “accident” or “loss”. Include:
  - (1) How, when and where the “accident” or “loss” occurred;
  - (2) The “insured’s” name and address; and
  - (3) To the extent possible, the names and addresses of any injured persons and witnesses.

Your obligation to provide prompt notice to us is satisfied if you send us notice as soon as practicable after:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) An executive officer or insurance manager, if you are a corporation;
- (4) Your members, managers or insurance manager, if you are a limited liability company;
- (5) Your elected or appointed officials, trustees, board members, or your insurance manager, if you are an organization other than a partnership, joint venture, or limited liability company;

becomes aware of, or should have become aware of such “accident”, “claim”, “suit” or “loss”.

### 18. Blanket Waiver Of Subrogation

The following is added to Section IV – Business Auto Conditions, A. Loss Conditions.

6. If required by written insured contract, we waive any right of recovery we may have against any person or organization because of payments we make for “bodily injury” or “property damage” caused by an “accident” and resulting from the ownership, maintenance or use of a covered “auto”.

### 19. Unintentional Errors And Omissions

The following is added to Section IV – Business Auto Conditions, B. General Condition, 2. Concealment, Misrepresentation Or Fraud.

However, if you should unintentionally misrepresent or conceal information to us at any time, we will not deny coverage under this policy based on this unintentional error or omission.

This provision does not affect our right to cancel or non-renew your coverage or collect additional premium for any added exposures.

THIS ENDORSEMENT MUST BE ATTACHED TO A CHANGE ENDORSEMENT WHEN ISSUED AFTER THE POLICY IS WRITTEN.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A.** The following is added to the **Other Insurance Condition** in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

- B.** The following is added to the **Other Insurance Condition** in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>
City of Sacramento, 915 I Street, Sacramento, CA 95814
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT— CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be See Below % of the California workers' compensation premium otherwise due on such remuneration.

**Schedule****Person or Organization**

City of Sacramento c/o EXIGIS Risk Management Services

**Job Description**

P.O. Box 947 Murrieta, CA 92564

Specific Waiver is \$200 Flat Charge

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective Date: 11/17/2023      Policy No. SATIS0368403

Endorsement No.

Policy Effective Date: 11/17/2023 to 11/17/2024

Premium \$

Insured: FIRST STEP HOUSING

DBA:

Carrier Name / Code: Service American Indemnity Company

Countersigned by \_\_\_\_\_

**ACORD**<sup>TM</sup>**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

11/18/2024

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	HHN853011013	04/15/2024	04/15/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		X	HHN853011013	04/15/2024	04/15/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			HHN853011013	04/15/2024	04/15/2025	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	SATIS0368404	11/17/2024	11/17/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Crime			HHN853011013	04/15/2024	04/15/2025	Employee Theft \$25,000
C	EPL			108027616	04/18/2024	04/18/2025	\$1,000,000 all claims

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

County of Sacramento - Department of Homeless Services and Housing included as additional insured on the commercial general liability policy for work performed by the named insured where required by written contract executed prior to loss.

**CERTIFICATE HOLDER****CANCELLATION**

County of Sacramento  
 Department of Homeless Services and Housing  
 1000 G St., Ste 300  
 Sacramento, CA 95814-0890

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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(iii) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (b)(i) or (b)(ii) above.

(c) "Property damage" to property:

(i) Owned, occupied or used by; or

(ii) Rented to, in the care, custody, or control of, or over which physical control is being exercised for any purpose by you, any of your "employees," any partner, or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

**g. Additional Insured - LIMITATIONS**

(1) The persons, entities, or organizations to which coverage is extended under Paragraphs **a.** (Athletic Activity Participants), **b.** (Contractual Obligations), **c.** (Funding Sources), **d.** (Managers or Lessors of Premises), and **e.** (Owner, Manager, Operator, or Lessor of "Special Events" Premises) are Additional Insureds, but only:

(a) With respect to each Additional Insured's vicarious liability for "actual damages" solely caused by you or by "your work" that is ongoing for such Additional Insured's supervision of "your work"; and

(b) If the Additional Insured did not cause or contribute to the "occurrence" or act resulting in liability.

(2) If an endorsement is attached to this policy and specifically names a person or organization as an Additional Insured, then the coverage extended under this paragraph **4. AUTOMATIC ADDITIONAL INSURED(S)** does not apply to that person, entity, or organization.

(3) The following is added to **Section V - Definitions**:

**24.** "Actual Damages" is to have its usual and customary legal meaning and excludes without limitation, punitive damages, restitution, penalties, and formula damages added to "actual damages" and any other enhanced damages.

(4) All other terms and conditions of this Coverage Part which are not inconsistent with this Paragraph **h.** apply to coverage extended to the above referenced Additional Insureds **REGARDLESS OF WHETHER OR NOT A COPY OF THIS COVERAGE PART AND/OR ITS ENDORSEMENTS ARE DELIVERED TO AN ADDITIONAL INSURED.**

**L. BLANKET WAIVER OF SUBROGATION**

Paragraph **8.** under **Section IV - Commercial General Liability Conditions** is deleted and replaced with the following:

**8. Transfer of Rights Of Recovery Against Others To Us And Blanket Waiver Of Subrogation**

- a.** If an insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
- b.** If required by written "insured contract," we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract for that person or organization and included in the "products-completed operations hazard."

**M. PRIORITY OF APPLICATION FOR MULTIPLE INSUREDS**

**Section III - Limits Of Insurance** is amended to add the following paragraph:

**8.** In the event a claim or "suit" is brought against more than one insured, due to "bodily injury" or "property damage" from the same "occurrence," or "personal injury," or "advertising injury," from the same offense, we will apply the Limits of Insurance in the following order:

- a.** You;
- b.** Your "executive officers," directors, "employees," and
- c.** Any other insureds in any order that we choose.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NONCONTRIBUTORY –  
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

## BUSINESS AUTO BROADENING ENDORSEMENT

No deductible applies to this coverage.

### 15. Deductible Amendment

The following is added to Section III – Physical Damage Coverage, A. Coverage, Paragraph D. Deductible.

In the event that a “loss” from one “accident” involves two or more covered “autos”, only the largest applicable deductible for Comprehensive, Specified Causes Of Loss, or Collision coverage will apply. This provision applies only to those “autos” designated in the Schedule or Declarations to have Comprehensive, Specified Causes Of Loss, or Collision coverage.

### 16. Glass Deductible

The following is added to Section III – Physical Damage Coverage, Paragraph D. Deductible.

No deductible applies to “loss” to glass used in the windshield, doors or windows of a covered “auto”.

### 17. Knowledge Of Occurrence

The following replaces Section IV – Business Auto Conditions, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit Or Loss, a.

- a. In the event of “accident”, “claim”, “suit” or “loss”, you must give us or our authorized representative prompt notice of the “accident” or “loss”. Include:
  - (1) How, when and where the “accident” or “loss” occurred;
  - (2) The “insured’s” name and address; and
  - (3) To the extent possible, the names and addresses of any injured persons and witnesses.

Your obligation to provide prompt notice to us is satisfied if you send us notice as soon as practicable after:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) An executive officer or insurance manager, if you are a corporation;
- (4) Your members, managers or insurance manager, if you are a limited liability company;
- (5) Your elected or appointed officials, trustees, board members, or your insurance manager, if you are an organization other than a partnership, joint venture, or limited liability company;

becomes aware of, or should have become aware of such “accident”, “claim”, “suit” or “loss”.

### 18. Blanket Waiver Of Subrogation

The following is added to Section IV – Business Auto Conditions, A. Loss Conditions.

6. If required by written insured contract, we waive any right of recovery we may have against any person or organization because of payments we make for “bodily injury” or “property damage” caused by an “accident” and resulting from the ownership, maintenance or use of a covered “auto”.

### 19. Unintentional Errors And Omissions

The following is added to Section IV – Business Auto Conditions, B. General Condition, 2. Concealment, Misrepresentation Or Fraud.

However, if you should unintentionally misrepresent or conceal information to us at any time, we will not deny coverage under this policy based on this unintentional error or omission.

This provision does not affect our right to cancel or non-renew your coverage or collect additional premium for any added exposures.

THIS ENDORSEMENT MUST BE ATTACHED TO A CHANGE ENDORSEMENT WHEN ISSUED AFTER THE POLICY IS WRITTEN.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A.** The following is added to the **Other Insurance Condition** in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

- B.** The following is added to the **Other Insurance Condition** in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

# CONTRACT ROUTING SHEET

**Contract Cover/Routing Form: Must Accompany ALL Contracts; however, it is NOT part of the contract.**

## General Information (Required)

Original Contract # (supplements only): \_\_\_\_\_ Supplement/Addendum #: \_\_\_\_\_  
Assessor's Parcel Number(s): \_\_\_\_\_  
Contract Effective Date: 05/01/2025 Contract Expiration Date (if applicable): 04/30/2026  
\$ Amount (Not to Exceed): \$ 2,737,923.00 Adjusted \$ Amount (+/-): \_\_\_\_\_  
Other Party: Volunteers of America (VOA), Northern California/Nevada, Inc.  
Project Title: Meadowview Navigation Center  
Project #: G02000991, G02000960 Bid/RFQ/RFP #: P25231031006  
City Council Approval: YES if YES, Council File ID#: 2025-00842

## Contract Processing Contacts

Department: City Manager Project Manager: Rodolfo Davidson  
Contract Coordinator: Jamey Lee Email: jlee1@cityofsacramento.org

## Department Review and Routing

### Accounting:

(Signature) \_\_\_\_\_ (Date) \_\_\_\_\_

### Supervisor:

*Rodolfo Davidson*  
(Signature) \_\_\_\_\_ (Date) \_\_\_\_\_

### Division Manager:

(Signature) \_\_\_\_\_ (Date) \_\_\_\_\_

### Other:

(Signature) \_\_\_\_\_ (Date) \_\_\_\_\_

## Special Instruction/Comments (i.e. recording requested, other agency signatures required, etc.)

☐

**Recording Requested**

☐

**Other Party Signature Required**

-----FOR CLERK & IT DEPARTMENTS ONLY – DO NOT WRITE BELOW THIS LINE-----

## **Homeless Housing, Assistance, and Prevention Program Grant Agreement re: Meadowview Navigation Center**

This Grant Agreement ("Agreement") dated May 1, 2025, for purposes of identification, is between the CITY OF SACRAMENTO, a California municipal corporation (the "City"), and VOLUNTEERS OF AMERICA (VOA), Northern California/Nevada, Inc, a California non-profit corporation (the "Grantee").

### **Background**

The State of California has established the Homeless Housing, Assistance, and Prevention ("HHAP") program pursuant to Chapter 6 (commencing with Section 50216) of Part 1 of Division 31 of the Health and Safety Code. (Added by Stats.2020, c. 15 (A.B. 83), § 7, eff. June 29, 2020.) The HHAP program was established for the purpose of providing jurisdictions with one-time grant funds to support regional coordination and expand or develop local capacity to address immediate homelessness challenges, as specified. Current state law provides for the allocation of funding under the HHAP program to local jurisdictions in 5 rounds, which were previously administered by the California Interagency Council on Homelessness in the Business, Consumer Services and Housing Agency ("BCSHA") and are currently administered by the California Department of Housing and Community Development (HCD) in the BCSHA.

On July 23, 2021, the City was notified by BCSHA that it was awarded \$6,454,953 of HHAP program funds from the second round of the HHAP program ("HHAP-2"). On October 19, 2021, City Council adopted Resolution 2021-0310, which authorized the City Manager to execute the HHAP Standard Agreement with BCSHA, and to accept and administer \$6,454,953 in grant funding.

In January 2024, the City was notified by HCD that it was awarded \$27,053,240.85 of HHAP program funds from the fifth round of the HHAP program ("HHAP-5"). On October 15, 2024, City Council adopted Resolution No. 2024-0302, which authorized the City Manager to accept the state allocation of \$27,053,240.85 in grant funds, to sign HCD's "Standard Agreement" for the receipt of HHAP-5 funding, and to establish the HHAP-5 Grant Project (G02000990).

The City is using HHAP-2 and HHAP-5 funds (hereinafter collectively referred to as "HHAP funds") to provide a sub award to the Grantee under this Agreement as set forth in the above-referenced Resolutions. The disbursement of HHAP funds to Grantee furthers the HHAP purpose of the HHAP program of continuing to build regional coordination to reduce homelessness. This Agreement will provide funding to operate Meadowview Navigation Center in 100 beds for adult women. The services funded by this Agreement include the provision of emergency shelter operations, food, and on-site case management services to connect participants to stable income, public benefits, and community support services, thereby preparing individuals to return to permanent housing.

### **With these Background facts in mind, the City and Grantee agree as follows:**

- 1. Term.** This Agreement takes effect as described in section 8 and terminates on April 30, 2026, subject to early termination under Section 6. The City may extend this Grant Agreement for additional terms, provided that the total Agreement term, including any such extensions, shall not exceed five years.

- 2. Disbursement of Funds.** The City shall disburse to the Grantee a total sum not to exceed \$2,737,923 in accordance with section 3 below. The funds disbursed by the City under this agreement are referred to as “HHAP” funds. In no instance will the City be liable for any payments or costs in excess of this amount, for any unauthorized or ineligible costs, or for costs incurred after April 30, 2026.
- 3. Reimbursement Basis.** The City will make payments to the Grantee in arrears as follows:
- a) *Progress Payments.* On a monthly basis, the Grantee shall provide the City with a payment request and a written report on the progress made on the Authorized Uses (in accordance with section 4 below) that must include a detailed accounting of costs already incurred in sufficient detail for the City, in its opinion, to substantiate the costs covering the period since the Grantee last submitted a monthly payment request. The City may request any additional documentation it determines is needed to substantiate any request for reimbursement. The City reserves the right to withhold payment of unauthorized amounts. The City shall remit payment to Grantee within a reasonable time after payment request approval.
  - b) *Final Payment.* As a condition of receiving final payment under this agreement, the Grantee shall provide the City with (i) all of the documents described in section 3(a), above, covering the period since the Grantee last submitted a monthly payment request, and (ii) the final completion report required under section 5(d), below. The City may request any additional documentation it determines is needed to substantiate any request for reimbursement or that is needed to complete the closeout report. The City reserves the right to withhold payment of unauthorized amounts. The City shall remit payment to Grantee within a reasonable time after receipt of a payment request and closeout report approval.
- 4. Authorized Uses.** The following terms apply to the Grantee’s activities and expenditures related to this agreement:
- a) The Grantee agrees to use the HHAP funds for the purposes set forth in, and in compliance with the conditions set forth in, the HHAP-2 and HHAP-5 Standard Agreements between the City and BCSHA (hereinafter “HHAP Standard Agreements”) including the special conditions set forth in Exhibit D of the HHAP Standard Agreements, attached hereto as **Attachment 3 & Attachment 4**. The Grantee shall also comply with the applicable State requirements governing the use of HHAP program funds, with the Grantee’s submitted scope of work included as **Attachment 1**, and with the budget approved by City, attached hereto as **Attachment 2**. Failure to comply with these conditions may result in termination of this Agreement.
  - b) The Grantee may seek reimbursement solely for costs it incurs that are necessary to carry out the activities listed in Attachment 1 (“**Authorized Activities**”) in accordance with the budget listed in Attachment 2 (“**Approved Budget**”) between the effective date of this agreement and the termination date established in Section 1 (Term).
  - c)
  - d) If Grantee receives a refund or credit for any cost for which it received a payment of HHAP funds, Grantee shall return HHAP funds in an amount equal to the refund or credit to the City by check

payable to the City and delivered to the City at the address shown in section 7 (below) no later than 10 days following receipt of such refund or credit, unless otherwise agreed to, in writing, by the City.

- e) Any costs that are determined by subsequent audit to be unallowable are subject to repayment by the Grantee to the City within 60 days unless the City approves an alternative repayment plan in writing.
- f) If the Grantee has received other funds from the City or any other entity, Grantee shall not use the HHAP funding awarded pursuant to this Agreement to pay for direct or indirect costs already covered by the other funding.
- g) The Grantee shall not use HHAP funds to supplant funding provided by the City to the Grantee under any other MOU or Agreement. The Grantee shall include a term in every subaward and contract that prohibits the subrecipient or contractor from using the HHAP funds to supplant funding provided by the City directly or indirectly to the subrecipient or contractor.
- h) In addition, the following terms apply to the Grantee's activities and expenditures related to this Agreement:
  - 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. All the terms of the HHAP Standard Agreements (**Attachment 3 & Attachment 4**) apply to this Agreement.

**5. Books and Records.** During the term of this Agreement and as set forth in the HHAP Standard Agreements, the Grantee shall keep appropriate books, records, and accounts in connection with the HHAP funds and activities performed under this Agreement and is subject to the following:

- a) The Grantee shall maintain all records related to this Agreement in accordance with State requirements. (See Attachment 3, Exhibit C, sections 4-5 and Exhibit D, paragraph 1.)
- b) The Grantee shall make its books, records, and accounts, employees, property, and equipment related to this Agreement available to the City's Accounting Manager (the "Accounting Manager"), the City Auditor, any independent auditor, and the United States Department of the Treasury Office of Inspector General ("OIG") at all reasonable times so that the Accounting Manager, City Auditor, independent auditor, or OIG may determine whether the Grantee has complied with this

Agreement. If the City requests, the Grantee shall obtain and provide to the City, at the Grantee's sole cost, an independent financial audit of the Grantee's use of the HHAP funds.

- c) Upon demand by the City, given in accordance with section 7 below, the Grantee shall reimburse the City for all HHAP funds that the Accounting Manager, City Auditor, an independent auditor, or the OIG determines were not expended in accordance with the HHAP Standard Agreement and this Agreement, or are otherwise unallowable, and result in the City's obligation to repay such improperly expended HHAP funds to the State. The Grantee shall reimburse the City by check payable to the City and delivered to the City at the address shown in section 7 below within 60 days after delivery to Grantee of a final determination letter and audit findings.
- d) Within 30 calendar days after either completion of the Authorized Activities or the termination of this Agreement, whichever occurs first, Grantee shall provide City with a final completion report. The report shall demonstrate quantitative and qualitative evidence of successful efforts benefitting the community, outline all completed grant activities as proposed in this Agreement and any executed modifications, materials provided to the public, advertisements, and photographs, where applicable. Grantee's failure to provide the final completion report or Grantee's unauthorized use of City Funds may result in the Grantee being barred from eligibility for City grant funding in future years.

**6. Termination.** The City shall have the right to terminate this grant agreement at any time by giving a written notice of termination to Grantee. Upon receipt of such notice, Grantee shall immediately cease performance under this grant agreement as specified in the notice. If the City terminates this grant agreement:

- (1) Grantee shall, not later than five days after receipt of the notice, deliver all information prepared under this Contract to the City.
- (2) The City shall pay Grantee the reasonable value of Authorized Activities provided by Grantee before termination; provided, however, City shall not in any manner be liable for lost profits that might have been made by Grantee had the grant agreement not been terminated or had Grantee completed performance required by this grant agreement. Grantee shall furnish to the City any financial information requested by the City to determine the reasonable value of the Authorized Activities provided by Grantee. The foregoing is cumulative and does not affect any right or remedy that City may have in law or equity.

**7. Notices.** Any notice, request, report, or demand under this Agreement must be in writing and will be considered properly given and effective only when mailed or delivered in the manner provided by this section 7 to the persons identified below or their successors. A mailed notice, application, request, report, or demand will be effective or will be considered to have been given on the third calendar day after it is deposited in the United States Mail (certified mail and return receipt requested), addressed as set forth



below, with postage prepaid. A notice, application, request, report, or demand sent in any other manner will be effective or will be considered properly given when actually delivered. Any party may change its address for these purposes by giving written notice of the change to the other party in the manner provided in this section.

*If to the City:*

City of Sacramento  
Department of Community Response  
1000 I Street, Suite 180  
Sacramento, California 95814  
Attention: Brian Pedro, Director  
Phone: 916-808-7816/Email: [bpedro1@cityofsacramento.org](mailto:bpedro1@cityofsacramento.org)

*If to the Grantee:*

Volunteers of America, Northern California/Nevada, Inc.  
3434 Marconi Ave  
Sacramento, CA 95821  
Attention: Melissa Liou, Interim Chief Operating Officer  
Phone: 916-265-3970 /Email: [mliou@voa-ncnn.org](mailto:mliou@voa-ncnn.org)

- 8. Effective Date.** This Agreement is effective on May 1, 2025.
- 9. Indemnity.** The Grantee shall defend, hold harmless and indemnify the City, its officers and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by the City's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (collectively, "Liabilities"), including Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way related to this Agreement, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder or (ii) such Liabilities are litigated, settled or reduced to judgment, except that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to persons or damage to property to the extent arising from the sole negligence or willful misconduct of the City, its agents, servants, or independent contractors who are directly responsible to City, except when such agents, servants, or independent contractors are under the direct supervision and control of the Grantee. The Grantee shall also defend, hold harmless and indemnify the City, its officers and employees, and each and every one of them, from and against any Liabilities related to the enforcement of Section 5(c) of this Agreement resulting from actions brought by any party.

**10. Insurance.** Grantee shall, at its sole cost and expense, maintain the insurance coverage described in **Attachment 5** to this agreement.

**11. Conflicts of Interest.** The Grantee, its officers, directors, employees, agents, and subcontractors shall not have or acquire any interest, directly or indirectly, that creates an actual or apparent conflict with the interests of the City or that in any way hinders the Grantee's performance under this Agreement.

**12. Miscellaneous.**

- a) *Supervision or Discipline of Minors.* The Grantee shall not employ a person, whether as an employee, contractor, or volunteer, in a position with supervisory or disciplinary authority over a minor in connection with this agreement if the person has been convicted of an offense identified in California Public Resources Code section 5164, subdivision (a)(2). To give effect to this section, the Grantee shall conduct a criminal background check on each person it employs in a position with supervisory or disciplinary authority over a minor. ☐
- b) *Assignment.* The Grantee may not assign or otherwise transfer this Agreement or any interest in it without the City's written consent, which the City may grant or deny in its sole discretion. An assignment or other transfer made contrary to this section 12(b) is void.
- c) *Successors and Assigns.* This Agreement binds and inures to the benefit of the successors and assigns of the parties. This section 12(c) does not constitute the City's consent to any assignment of this Agreement or any interest in this Agreement.
- d) *Interpretation.* This Agreement is to be interpreted and applied in accordance with California law. Attachments 1 and 2 are part of this agreement.
- e) *Waiver of Breach.* A party's failure to insist on strict performance of this Agreement or to exercise any right or remedy upon the other party's breach of this Agreement will not constitute a waiver of the performance, right, or remedy. A party's waiver of the other party's breach of any term or provision in this Agreement is not a continuing waiver or a waiver of any subsequent breach of the same or any other term or provision. A waiver is binding only if set forth in writing and signed by the waiving party.
- f) *Severability.* If a court with jurisdiction rules that any nonmaterial part of this Agreement is invalid, unenforceable, or contrary to law or public policy, then the rest of this Agreement remains valid and fully enforceable.
- g) *Counterparts.* The parties may sign this Agreement in counterparts, each of which is considered an original, but all of which constitute the same Agreement. Facsimiles, pdfs, and photocopies of signature pages of the Agreement have the same binding effect as originals.

- h) *Time of Essence.* Time is of the essence in performing this Agreement.
- i) *Compliance with all Laws, Requirements, and Orders.* The Grantee shall comply with all applicable laws, regulations, orders of public officials, and requirements in connection with this Agreement and as set forth in the attached HHAP Standard Agreements.
- j) *Authority to Sign.* The person signing this Agreement on Grantee's behalf represents that he or she is authorized to do so and that no further action beyond his or her signature is required to bind Grantee to this Agreement. City shall have no obligations whatsoever under this Agreement, unless and until this Agreement is executed by the City Manager or the City Manager's authorized designee.
- k) *Tax Implications and Consequences.* The City makes no representations as to the tax consequences associated with the disbursement of HHAP funds related to this Agreement, and any determination related to this issue is the sole responsibility of the Grantee. Grantee acknowledges consulting with its own tax advisors or tax attorneys regarding this transaction or having had an opportunity to do so prior to signing this Agreement. Grantee acknowledges the City cannot provide advice regarding the tax consequences or implications of the HHAP funds disbursed to Grantee under the terms of this Agreement.
- l) *Integration and Modification.* This Agreement sets forth the parties' entire understanding regarding the matters set forth above and is intended to be their final, complete, and exclusive expression of those matters. It supersedes all prior or contemporaneous agreements, representations, and negotiations-written, oral, express, or implied and may be modified only by another written Agreement signed by both parties.

*(Signature Page Follows)*

**CITY OF SACRAMENTO, a municipal corporation,**

**GRANTEE:** Volunteers of America, Northern California/Nevada, Inc

REQUESTED FOR APPROVAL BY:

*Tim Swanson*

\_\_\_\_\_  
Tim Swanson, Assistant Director

Dated: 04/15/2025

*Melissa Liou*

Melissa Liou (Apr 16, 2025 11:42 PDT)

\_\_\_\_\_  
Melissa Liou, Interim Chief Operating Officer

Dated: 04/16/2025

APPROVED AS TO FORM:

*A Kaur*

\_\_\_\_\_  
Arvinder Kaur (Apr 15, 2025 13:50 PDT)

Arvinder Kaur, Deputy City Attorney

APPROVED BY:

\_\_\_\_\_  
Mario Lara, Assistant City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

# **Attachment 1**

## **SCOPE OF WORK**

### **MEADOWVIEW NAVIGATION CENTER**

#### **Description of Services**

Volunteers of America (the “operator”) will operate the Meadowview Navigation Center and provide services to individual unsheltered adult women, with priority given to women living in the surrounding area who are experiencing literal homelessness. “Literal homelessness” is defined as having a primary nighttime residence not meant for human habitation. Working in partnership with other agencies, the service operator will provide robust case management and other pertinent services and assist guests to secure on-going, stable housing.

The program will ensure low barriers to entry and service participation for referred individuals and allow for accommodation of participants with pets, partners, and personal belongings. Participants will be allowed to enter and leave the shelter site at reasonable hours in accordance with the written rules of the program.

At a minimum, shelter services must include:

1. A safe, sanitary and accessible facility that is available 24 hours per day/seven days per week;
2. Beds and any necessary clean linens for each participant;
3. Fully furnished accommodations; including community space/awake area, restrooms, showers and hygiene products;
4. A sufficient quantity of clean and reasonably private bathing facilities with hot and cold running water that are accessible to persons with a disability; and provision of personal protection items including masks and hand sanitizer, tissue packets, towels, soap and toilet paper. Staff will be provided with personal protective equipment (PPE) per County, State and Federal guidance. Staff will also have access to cleaning supplies, including bleach, disinfectant wipes, disposable gloves, mops, and other cleaning supplies to keep participants, staff and site clean and sanitary;
5. All necessary food and meals. Meals must be nutritionally adequate in accordance with U.S. Department of Agriculture guidelines;
6. Secure storage, refrigeration and retrieval of participant medications;
7. Laundry facilities and laundry supplies available to all participants;
8. Secure and accessible storage space for participants’ personal belongings;
9. Mail service or access to receive mail;
10. Access to a public or private telephone to make and receive calls;
11. Access to transportation (via ride-share or public transportation) for shelter participants;
12. Access to case management services and other available on-site supportive services; and
13. Access to policies and procedures, including grievance procedures.

#### **Program Operations**

The Operator must take the following approach to program operations and services at the shelter:

##### **I. Intake**

The service operator will not accept walk-up referrals. All referrals will come through the Coordinated Access System (CAS). Any outreach performed by the service operator to people experiencing homelessness in the area will need to refer individuals to CAS to be referred to the shelter. CAS is a streamlined system designed to match women experiencing homelessness with sheltering, housing, and service options. Eligible guests are women aged 18 or older, who are able to provide self-care (able to independently feed, clothe, toilet, ambulate) and who are experiencing literal homelessness as defined by having a primary nighttime residence that is a public or private place not meant for human habitation.

The service operator will work in accordance with the “Housing First” approach which reduces barriers to guest entry and shall not deny entry to the shelter based on suspicion of substance abuse, insobriety, or criminal background, unless a guest poses an imminent threat to themselves, staff, or other guests.

The service operator must not deny a referral but must bring any concerns immediately to the attention of Department of Community Response staff. This should be an unusual event as the shelter must use a “Housing First” approach--focusing on filling vacant beds, welcoming guests “as they are” and seeking to engage them in ongoing services using best practices.

The service operator must ensure that daily occupancy records and bed counts are available and completed in real time. Every effort will be made to ensure that as many beds as possible are occupied every night utilizing the CAS and that there are not any unnecessary vacancies.

Upon entry, the service operator is required to input data for all guests into the Sacramento County Homeless Management Information System (HMIS) in real time. This requirement applies even if data is entered into an alternative system, as it remains mandatory to ensure that all information is also entered into HMIS to maintain consistency, accuracy, and data integrity. All entries must be completed within 24 hours of program entry, in strict adherence to HMIS policies and procedures.

The operator is responsible for ensuring the accurate and timely entry of client data into HMIS, following prescribed formats and protocols, and maintaining compliance with confidentiality standards and program guidelines. HMIS entry and exit printouts must be kept in the guest files, along with the homeless certification.

The Service Operator shall collaborate with the City to ensure that program participants are enrolled in California Advancing and Innovating Medi-Cal (CalAIM). Working together, the provider(s) and the City will seek CalAIM reimbursements for services provided to participants, as appropriate. All CalAIM reimbursements obtained shall be directed to the City to offset other program-related operational costs. The Service Operator shall not seek or claim reimbursement for any services for which the City is pursuing CalAIM reimbursements.

## **II. Addressing Community Impacts and Community Engagement**

Operator must conduct daily activities of the shelter in accordance with being a good neighbor to the community in which the shelter is located, including:

- Comply with and maintain the existing Good Neighbor Policy;
- Actively discourage and address excessive noise or loitering from program residents in parking lot of facility;
- Coordinate with other service providers, as needed to address the above issues and their impacts; and



- Coordinate throughout the City regarding all levels of community engagement including, but not limited to, materials depicting the shelter, tours and community meetings, and media inquiries.

### **III. Animal Care Policy Overview**

Pursuant to state and federal law, the shelter will accommodate service animals, make reasonable accommodations for emotional support animals, and allow pets as space permits. Pet owners assume the responsibility for caring for their animals unless the owner is prevented from doing so by a disability or other special need. Owners' responsibilities include providing their animals with food and water, cleaning their animals' cages as needed, and taking their dogs to the dog relief area. Pet owners are also responsible for administering all regular medications to their animals, apart from vaccinations. To ensure health and safety for all participants and the integrity of the shelter's physical spaces, animals that present a risk for bug infestation will be evaluated and a remediation plan must be in place prior to entry.

Operator may reserve the right to refuse admittance to animals that appear too aggressive for the shelter to handle. Regardless of initial presenting temperament, enforcement of shelter rules to reduce the risk of bites and other injuries must be observed and include:

- Aggressive animals should be handled only by their respective owners;
- All animals on shelter property should be leashed or confined at all times;
- Pet owners should not handle or touch pets other than their own; and
- All incidents involving aggressive animals are documented in writing prior to removal from site.

Operator must work with the City's Front Street Animal Shelter for animal care coordination and pet accommodations. The operator will implement the "Animal Care Policy" as developed and in partnership with the City.

### **IV. Case Management**

Participant files are to be made available to City upon request. The Operator will provide case management and supportive services focusing on re-housing or directly supporting the goal of re-housing and should reflect on the short-term nature of assistance toward housing placement. Critical components in the provision of case management services include the following:

- Low Barrier practices- A way to "meet people where they are," meaning providing an environment where they can be who they are culturally and emotionally.
- Housing First- An approach to serving people experiencing homelessness that recognizes a homeless person must first be able to access a decent, safe place to live, that does not limit the length of stay (permanent housing), before stabilizing, improving health, reducing harmful behaviors, or increasing income.
- Harm Reduction- Relies on client-identified goals to drive the provision of care in order to "meet clients where they are at."
- Trauma Informed Care- Acknowledges the need to understand a patient's life experiences in order to deliver effective care and has the potential to improve patient engagement, treatment adherence, health outcomes, and provider and staff wellness.

- Client-centered- The case manager's personal relationships with the client and caregiver help the case manager to effectively assess the client's needs, coordinate needed care, and monitor services provided.
- Cultural Competence and Affirmation- The process in which the case manager continuously strives to achieve the ability to effectively work within the cultural context of a client (individual, family, or community).

The following case management services must be available to program participants receiving case management services. To ensure the consistent delivery of case management services, operators must incorporate written case management procedures and forms that include the following:

- Housing Conversation Tool (HCT) and Individualized Support Plans (ISP), assessments provided in HMIS, should be completed in HMIS for all clients within 1 week of intake. The ISP must contain specific, measurable, achievable, relevant, and time-bound goals for the client to progress towards housing. ISPs should include applications for any benefits (e.g. Supplemental Security Income, disability, Medical) the client may be eligible for, assessments for job development programs, educational assistant programs, and any other services that may assist a client to progress towards stable housing.
- Case Managers should review ISPs with clients weekly to ensure progress towards rehousing.
- Referral Procedures: Establish referral and follow-up procedures to confirm participants are connected to services to which they are referred. Documentation of referrals made, and referral confirmation must be maintained in participant files.
- Health and Wellness referrals: Ensure participants are linked to and assisted in accessing medical health, mental health, and any needed alcohol and other drug treatment services;.
- Education/Employment: Ensure participants are linked to and assisted in accessing information on completing their education, if necessary and Employment Development/Placement Programs. Assess employment history and goals and assist participants with engaging in services that will prepare the individual to obtain employment.
- Life/Independent living Skills: Assist program participants with time management, meal preparation, maintaining cleanliness, personal hygiene, and effective communication. Assist with independent living skills such as budgeting, home maintenance, health care management, and self-advocacy. Educate participants on financial literacy, including managing debt and understanding credit, how to maintain a healthy credit score and how to save and invest for the future.

## **V. Re-Housing Services**

The Operator will provide re-housing-related support to program participants. They are responsible for, but are not limited to:

- Collaborating with programs such as the Department of Veterans Affairs (VA) and the U.S. Department of Housing and Urban Development (HUD) to provide rental assistance and case management services to homeless veterans.

- Connecting individuals with federal or state programs that help low-income individuals and families rent homes by providing a subsidy.
- Assisting with housing search and placement services to find affordable rental options.
- Establishing relationships with landlords.
- Advocating for guests as renters.
- Teaching guests to be rent-ready.
- Providing guests with tools to maintain safe, healthy and sustainable housing.
- Providing case management to guests who need services to address barriers to stable housing (i.e., health and wellness, public benefits, employment, medical care, transportation, etc.)

All rehousing assistance and services provided to guests will be entered into HMIS in real time by service operator staff.

Rehousing efforts will be a daily focus for every guest and staff person at the Center. Rehousing costs include those expenses associated with obtaining stable housing such as rental subsidies for up to six months per guest and related supportive services such as security deposits and housing application fees. Supportive services will also focus on assisting guests with retaining stable housing. It is strongly recommended that there is a separate service operator staff assigned to the Rehousing team. This is a specialized area of expertise that is required to help families be successful in locating appropriate housing.

#### **VI. Food**

Operator is responsible for providing participants with three daily meals as well as beverages, and snacks outside of any scheduled mealtimes. Meals must be nutritionally adequate in accordance with U.S. Department of Agriculture guidelines.

#### **VII. Security and On-site Support**

Operator shall follow policies and procedures that promote utmost safety for guests, staff, and volunteers. This includes, but is not limited to the following:

- On-site space for case managers and other service providers to meet with shelter participants;
- Maintenance and necessary software upgrades to the security camera system;
- Review of the areas/sidewalks around the program site and functions related to the Good Neighbor Policy;
- Promotion of peer support and community among and between clients and staff.
- Opportunity for participant feedback (spoken and written form) and suggestions as well as written and posted Complaint and Grievance Procedures;
- Track and maintain general operational records including critical incidents that include any emergency response related to the site and the clients; and
- Respond and de-escalate crisis in an appropriate manner, providing emergency assistance to clients and co-workers as necessary and ensuring timely conflict resolution to assist in problem-solving and skill-building.

#### **VIII. Transportation**

Transportation is expected to be provided to guests for medical appointments, housing searches, or other needs related to the guest's pursuit of reducing barriers to housing. Transportation may be provided through a variety of means including bus passes and ride shares such as Uber and Lyft. Accommodations must be made for disabled persons who are unable to access general means of transportation. Operator is to maintain records of client usage for audit/monitoring.

#### **IX. Written Policies**

Prior to beginning operations, the operator is responsible for having written policies describing program operations, and must submit copies to the City, including:

- General program policies and procedures, including participant responsibilities and ADA compliance and accommodations;
- Formal Complaint and Grievance procedures;
- Written set of policies and procedures specific to shelter program denials to entry and participant exits;
- Established Good Neighbor Policy addressing the shelter premises and the immediate surrounding neighborhood; and
- A participant transportation policy included within written program policies.
- Operator will have an Infection Control Policy that addresses airborne pathogens. Staff shall be screened for Tuberculosis (TB) risk annually. Screening can consist of an assessment of any symptoms (e.g. cough) and review of any occupational exposure to TB. Staff with TB symptoms or exposure to a person with active TB should be referred to a health care provider for TB testing.

All written materials associated with the shelter will be reviewed and approved by the City.

#### **X. Staffing**

The Shelter will have 24-hour, seven day-a-week staffing. Operator shall provide detailed job descriptions and costs for all staff positions funded under this contract.

#### **XI. Eligible Participants**

Eligible shelter participants are women aged 18 or older, who identify as women, who can provide self-care (able to independently feed, clothe, toilet, ambulate), and who are experiencing literal homelessness as defined by having a primary nighttime residence that is a public or private place not meant for human habitation.

#### **XII. Facility Operations**

Operator is responsible for maintenance of the structure in which the Shelter is operated, including the responsibility to:

- Ensure safe and clean sleeping accommodations; Provide property storage with secure and controlled access on-site;
- Provide provisions for securely storing, refrigerating and retrieving guest medications;

- Provide staff oversight, janitorial service, pest control and maintenance coordination for the entire facility including sleeping areas, bathrooms and showers, client storage areas, dining space, common area, and general grounds of the program site;
- Ensure clean blankets are available to each guest upon initial entry. Ensure the linens are clean and remain free from pests, clean bedding is provided more often when requested, and the laundering of bedding is done at a minimum of once per week; and
- Provide access to laundering of personal items, both upon entry and throughout the duration of stay;
- Provide all necessary utilities (including water, sewer, electricity, waste disposal, propane, etc.)

### **XIII. Program Rules**

The Shelter must maintain their established Participant Rules and Guidelines. Rules and Guidelines must be made available to City upon request.

### **XIV. Program Exits**

Clear Policies and Procedures for exiting participants from the Shelter must be established in accordance with the Sacramento Community Standards (see Attachment 6).

### **XV. Termination and Grievance Policies**

Operator must develop and maintain a written set of Termination Policies and Procedures. These policies and procedures must be made readily available to all program participants and staff. Copies of the Grievance Policy and Procedures shall be clearly marked and provided to program participants during intake. Additionally, a summary of the grievance resolution policies and procedures shall be prominently displayed in common areas of the facility. Operator shall also implement a method to track each grievance case, maintain records and provide reports on grievance cases, if required, to ensure transparency and proper oversight.

### **XVI. Incident Reports**

Upon the occurrence of any reportable event(s) identified below, Operator shall provide the specified information to the City.

Reportable events include:

- Death of any client from any cause;
- Any facility-related injury of any client which requires medical treatment;
- All cases of communicable disease reportable under Section 2502 of Title 17 California Code of Regulations, shall be reported to the local health officer in addition to the State of California, Department of Health Care Services (DHCS) and the City;
- Poisonings;
- Catastrophes such as flooding, tornado, earthquake, or any other

natural disaster;

- Fires or explosions that occur in or on the premises; and
- Emergency calls to police, fire, ambulance, or community response.

Specific information to provide on reported events include:

- Client's name, age, identified gender preference, and date of admission;
- Date, time, location and nature of event; and
- Attending physician's name, findings, and treatment, if any.

#### **XVII. Record-Keeping and Reporting**

Operator shall maintain client files in accordance with the requirements of the Homeless Housing Assistance and Prevention (HHAP) funding stream and the Homeless Management Information System (HMIS) operated by Sacramento Steps Forward (SSF). Operator's records will be made available upon request by the City. Upon entry into the program, data on all clients will be entered in the HMIS, pursuant to the data standards required by SSF. City staff are required to follow SSF's HMIS policies and procedures. The City's subrecipients are also required to follow HMIS policies and procedures.

In order to comply with HHAP reporting requirements, the Operator is required to submit monthly reports to the City by the 10th of each month, using the City's designated report form. These reports shall include data on participant entrances, exits, case management status, services provided, as well as expenditure and program-level data associated with this contract.

All reports should be submitted in accordance with the City's established formats to ensure transparency and compliance with contractual obligations.

#### **XVIII. Outcomes Expected**

The operator's outcomes should align with the following:

- Reduce the number of individuals experiencing unsheltered homelessness and provide emergency shelter with all appropriate measures in place.
- Rapidly connect guests with stable housing for long-term stability, with an average goal of six months or less at the shelter prior to rehousing.
- Thirty-five percent (35%) of the annual number of participants leaving the shelter during the year will exit the shelter into stable housing.
- Improve income through employment and/or cash benefits.
- Improve non-cash benefits such as health insurance and housing retention.
- Average of no more than five percent vacancy rate per night.

#### **XIX. Relationship with the City**

Operator shall keep the City informed regarding program operations and comply with City policies to minimize harm and risk, including:

- Regular communication with the City about the implementation of the program;
- Attendance at City requested meetings and trainings; and
- Case management meetings/conference calls with assigned Homeless Services Staff to discuss participants struggling to meet program goals or who have a shelter stay longer than 90 days.



**XX. Evaluation**

The City may conduct monthly monitoring of the shelter which may include, but is not limited to, evaluation of program operations, integrity of physical spaces, and engagement with shelter participants. Outside of this monitoring, the City, state, or the federal government may at any time evaluate this program, which may include site inspection, program fiscal management, and monitoring client files. Operator shall be given opportunities to participate in the evaluation process.

**Attachment 2- Budget**  
**Meadowview Navigation Center**

Budget	Amounts
<b>STAFFING</b>	25.20 FTE's
Shelter Director (.5 FTE)	\$ 49,556
Site Supervisor (1 FTE)	\$ 82,576
Housing Finance/Data Management Manager (0.50 FTE)	\$ 80,267
Mental Health/Substance Abuse Counselor (0.50 FTE)	\$ -
Employment Specialist/Job Coach (1.0 FTE)	\$ -
Case Manager Supervisor (1.00 FTE)	\$ -
Case Managers (3.00 FTEs)	\$ 176,904
Housing Retention Specialists (2.00 FTEs)	\$ -
Housing Locator (1.00 FTE)	\$ 58,968
Facilities Assistant (1.00 FTE)	\$ -
Lead Support Staff (2.00 FTEs)	\$ 93,226
Support Staff (17.20 FTEs)	
	\$ 742,909
Relief Salary Contingency	\$ 21,205
Benefits	\$ 274,049
<b>STAFFING SUBTOTAL</b>	<b>\$ 1,579,660</b>
<b>OPERATIONS</b>	
Staff Training	\$ 2,300
Professional Fees	\$ 58,828
Program Supplies	\$ 5,000
Direct Participant Support	\$ 22,500
Food & Beverage	\$ 411,908
Cleaning, Linen & Laundry	\$ 106,482
Mileage & Travel	\$ 1,250
Agency Vehicle	\$ 4,500
Rent	\$ 58,144
Utilities & Waste Disposal	\$ 68,046
Facilities Maintenance	\$ 39,676
General office	\$ 11,580
Telephone	\$ 19,980
Insurance	\$ 29,484
Equipment Maintenance & Rental	\$ 4,530
Equipment Purchases	\$ 7,400
<b>OPERATIONS SUBTOTAL</b>	<b>\$ 851,608</b>
<b>REHOUSING SERVICES</b>	
Rehousing Assistance	\$ 81,136
Transportation Assistance	\$ 1,000
Utility Assistance	\$ 500
Application Fees	\$ 2,500
Deposit Assistance	\$ 23,864
Move in Costs	\$ 6,000
<b>REHOUSING SUBTOTAL</b>	<b>\$ 115,000</b>
In-direct Costs (not to exceed 7%)	\$ 191,655
<b>TOTAL PROGRAM COSTS</b>	<b>\$ 2,737,923</b>

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

**EXHIBIT A**

**AUTHORITY, PURPOSE AND SCOPE OF WORK**

**1) Authority**

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

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

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

**2) Purpose**

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

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

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


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

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

### 3) Definitions

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

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

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

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

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

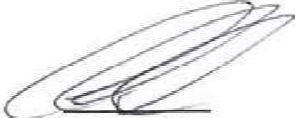
(k) "Homeless youth" means an unaccompanied youth between 12 and 24 years of age, inclusive, who is experiencing homelessness, as defined in subsection (2) of Section 725 of the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11434a(2)). "Homeless youth" includes unaccompanied youth who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

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

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

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

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



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

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

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

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

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

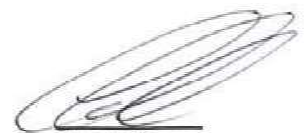
"Obligate" means that the Grantee has placed orders, awarded contracts, received services, or entered into similar transactions that require payment using HHAP-2 funding. Grantees, and the subrecipients who receive awards from those Grantees, must obligate the funds by the statutory deadlines set forth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

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

**4) Scope of Work**

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

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

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

5) **Agency Contract Coordinator**

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

The Representatives during the term of this Agreement will be:

  
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	PROGRAM	GRANTEE
ENTITY:	Business Consumer Services and Housing Agency	City of Sacramento
SECTION/UNIT:	Homeless Coordinating and Financing Council (HCFC)	Dept of Community Response, Homeless Services Division
ADDRESS:	915 Capitol Mall Suite 350-A Sacramento, CA, 95814	915 I Street, City Manager's Office Sacramento, CA 95814
CONTRACT MANAGER	Victor Duron	Chris Conlin
PHONE NUMBER:	(916) 510-9442	(916) 808-8526
EMAIL ADDRESS:	Victor.Duron@bcsh.ca.gov	cconlin@cityofsacramento.org

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

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

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

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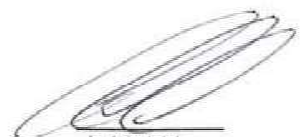
Cities or Continuums of Care that, after May 31, 2023, have contractually obligated less than 50 percent of program allocations must submit and have approved by the Council an alternative disbursement plan as required under (Health & Safety Code, § 50220.5, subdivision (k)(2)).

c) Full Expenditure of HHAP-2 Grant Funds

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

7) **Special Conditions**

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



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

**EXHIBIT B**

**BUDGET DETAIL and DISBURSEMENT PROVISIONS**

**1) Budget Detail & Changes**

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

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

**a) Budget Changes**

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

**2) General Conditions Prior to Disbursement**

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

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

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

**3) Disbursement of Funds**

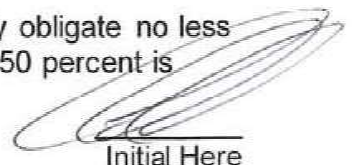
HHAP-2 funds will be disbursed to the Grantee upon receipt, review and approval of the completed Standard Agreement and RFF by Agency, the Department of General Services (DGS) and the State Controller's Office (SCO).

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

**4) Expenditure of Funds**

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

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

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

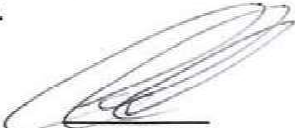
- i) On or before June 30, 2023, the Grantee submits an alternative disbursement plan to HCFC that includes an explanation for the delay and a plan to fully expend these funds by December 31, 2023.
  - ii) HCFC approves the alternative disbursement plan or provides the Grantee with guidance on the revisions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

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

- g) HHAP-2 funds shall be expended by June 30, 2026
- h) In accordance with Health and Safety Code section 50220.5, subdivision (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.
- i) Any funds not expended by June 30, 2026 shall revert to the General Fund.

#### 5) Ineligible Costs

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

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

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

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

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

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

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

**EXHIBIT C**

**GENERAL TERMS AND CONDITIONS**

**1) Termination and Sufficiency of Funds**

**a) Termination of Agreement**

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

**b) Sufficiency of Funds**

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

**2) Transfers**

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

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

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

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

**4) Reporting/Audits**

**a) Annual Reports**

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

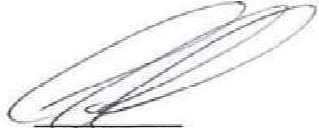
**b) Expenditure Reports**

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

**c) Reporting Requirements**

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

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

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

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

**5) Inspection and Retention of Records**

**a) Record Inspection**

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

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

**b) Record Retention**

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

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

**6) Breach and Remedies**

**a) Breach of Agreement**

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

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

**b) Remedies for Breach of Agreement**

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

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

**7) Waivers**

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

**8) Nondiscrimination**

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

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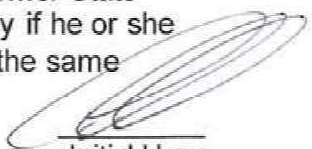
(over 40), genetic information, marital status, military and veteran status, and denial of medical and family care leave or pregnancy disability leave. Grantees and Sub grantees shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination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

**9) Conflict of Interest**

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

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

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

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


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

#### **10) Drug-Free Workplace Certification**

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

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

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

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

**11) Child Support Compliance Act**

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


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

**12) Special Conditions – Grantees/Subgrantee**

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

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

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

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

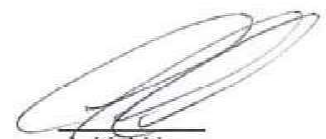
Grantee shall also be responsible for obtaining any and all permits, licenses, and approvals required for performing any activities under this Agreement, including those necessary to perform design, construction, or operation and maintenance of the activities. Grantee shall be responsible for observing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

**14) Inspections**

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

**15) Litigation**

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

  
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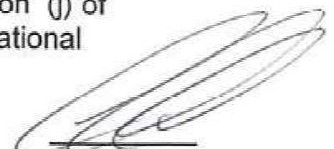


**Homeless Housing, Assistance, and Prevention Program Round 2 (HHAP-2)  
Standard Agreement**

**EXHIBIT D**

**SPECIAL TERMS AND CONDITIONS**

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



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

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



Initial Here

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

**Standard Agreement**

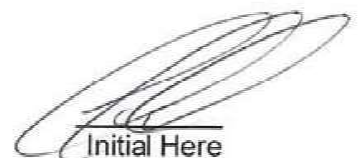
**EXHIBIT E**

**STATE OF CALIFORNIA GENERAL TERMS AND CONDITIONS**

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

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

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

  
Initial Here

SACRAMENTO  
Office of the City Clerk

# CONTRACT ROUTING SHEET

**Contract Cover/Routing Form: Must Accompany ALL Contracts; however, it is NOT part of the contract.**

## General Information (Required)

Original Contract # (supplements only): \_\_\_\_\_ Supplement/Addendum #: \_\_\_\_\_  
 Assessor's Parcel Number(s): \_\_\_\_\_  
 Contract Effective Date: 12/17/2024 Contract Expiration Date (if applicable): 06/30/2029  
 \$ Amount (Not to Exceed): \$ 27,053,240.85 Adjusted \$ Amount (+/-): \_\_\_\_\_  
 Other Party: State of California Department of Housing Community Development  
 Project Title: Homeless, Housing, Assistance, and Prevention Program Round 5 (HHAP-5)  
 Project #: G02000990 Bid/RFQ/RFP #: \_\_\_\_\_  
 City Council Approval: YES if YES, Council File ID#: 2024-01693

## Contract Processing Contacts

Department: Economic Development Project Manager: Ya-yin Isle  
 Contract Coordinator: Axel Magallanes Email: amagallanes@cityofsacramento.org

## Department Review and Routing

### Accounting:

(Signature) Crystal Harland (Date) \_\_\_\_\_  
Crystal Harland (Dec 27, 2024 09:43 PST)

### Supervisor:

(Signature) \_\_\_\_\_ (Date) \_\_\_\_\_

### Division Manager:

(Signature) \_\_\_\_\_ (Date) \_\_\_\_\_

### Other:

(Signature) AM (Date) \_\_\_\_\_  
Axel Magallanes (Dec 19, 2024 10:29 PST)

Special Instruction/Comments (i.e. recording requested, other agency signatures required, etc.)

☐

**Recording Requested**

☐

**Other Party Signature Required**

-----FOR CLERK & IT DEPARTMENTS ONLY – DO NOT WRITE BELOW THIS LINE-----



**2025-0004**

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
24-HHAP-10019	

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

CONTRACTING AGENCY NAME  
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CONTRACTOR NAME  
City of Sacramento

2. The term of this Agreement is:  
START DATE  
Upon HCD approval

THROUGH END DATE  
June 30, 2029

3. The maximum amount of this Agreement is:  
\$27,053,240.85(Twenty Seven Million Fifty Three Thousand Two Hundred Forty Dollars and Eighty Five 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	13
Exhibit B	Budget Detail and Disbursement Provisions	4
Exhibit C *	State of California General Terms and Conditions	GTC 04/2017
+ - Exhibit D	HHAP GENERAL TERMS AND CONDITIONS	11
+ - Exhibit E	Special Terms and Conditions	3
+ - TOTAL NUMBER OF PAGES ATTACHED		31

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**

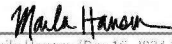
CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)  
City of Sacramento

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
915 I Street	Sacramento	CA	95814

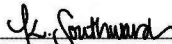
PRINTED NAME OF PERSON SIGNING	TITLE
Michael Jasso	Assistant City Manager

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
 Michael Jasso (Dec. 17, 2024 11:23 PST)	Dec 17, 2024

APPROVED AS TO FORM:

  
Maria Hansen (Dec. 16, 2024 11:29 PST)

ATTEST:

  
Kamie Southward (Jan 2, 2025 10:17 PST)

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

24-HHAP-10019

PURCHASING AUTHORITY NUMBER (If Applicable)

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

Department of Housing and Community Development

CONTRACTING AGENCY ADDRESS

651 Bannon Street, Suite 400

CITY

Sacramento

STATE

CA

ZIP

95811

PRINTED NAME OF PERSON SIGNING

Diana Malimon

TITLE

Contract Services Section Manager

CONTRACTING AGENCY AUTHORIZED SIGNATURE

*Diana Malimon*

DATE SIGNED

12/18/2024

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Exempt per; SCM Vol. 1 4.04.A.3 (DGS memo, dated 06/12/1981)



**EXHIBIT A**

**AUTHORITY, PURPOSE, AND SCOPE OF WORK**

**1. Authority**

This Standard Agreement (“Agreement”) is an agreement regarding Homeless Housing, Assistance, and Prevention Program Round 5 (HHAP-5 or Program) funds.

- A. The State of California established HHAP-5 pursuant to the provisions in Chapter 6.5 (commencing with Health and Safety Code (HSC) section 50230) of Part 1 of Division 31 of the HSC. (Amended by Stats. 2023, Ch. 40, Sec. 17 (AB 129) effective July 10, 2023).
- B. The Program is administered by the California Department of Housing and Community Development (HCD) in the Business, Consumer Services and Housing Agency (Agency). HHAP-5 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 HCD grant funding and support local jurisdictions in their unified regional responses to reduce and end homelessness.
- C. This Standard Agreement/Contract for Funds along with all its exhibits (Agreement) is entered into by HCD and a Continuum of Care, a city, or a county (Grantee) under the authority of, and in furtherance of the purpose of, the Program. In signing this Agreement and thereby accepting this award of funds, the Grantee agrees to comply with the terms and conditions of this Agreement, the Notice of Funding Availability (NOFA) dated September 29, 2023, under which the Grantee applied, HCD guidance and directives and the requirements appearing in the statutory authority for the Program cited above.

**2. Purpose**

HHAP-5 is established for the purpose of organizing and deploying the full array of homelessness programs and resources comprehensively and effectively, and to sustain existing federal, state, and local investments towards long-term sustainability of permanent housing and supportive services. The general purpose of the Program is to (1) reduce homelessness by expanding or developing local capacity to address immediate homelessness challenges informed by a best-practices framework focused on moving homeless individuals and families into permanent housing and supporting the efforts of those

Program Name: Homeless Housing, Assistance, and Prevention Program  
Round 5 “HHAP-5”  
NOFA Date: September 29, 2023  
Approved Date: August 8, 2024  
Prep Date: November 1, 2024

**EXHIBIT A**

individuals and families to maintain their permanent housing; and (2) continue to build on regional coordination developed through previous rounds of HHAP funding (See HSC section 50230 et seq.).

HHAP funding shall:

- A. Be available to applicants for the purpose of reimbursement for planning and preparing the Regionally Coordinated Homelessness Action Plans required for the HHAP-5 application.
- B. 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 by fostering robust regional collaboration and strategic partnerships aimed at fortifying the homeless services and housing delivery system. This should be achieved through the formulation of data-driven and cross-system plans designed to allocate resources in alignment with the state's priorities for homeless housing solutions. This means implementing strategies that create and sustain regional partnerships and prioritize permanent housing solutions.
- C. Ensure the long-term sustainability of housing and supportive services, by strategically pairing these funds with other local, state, and federal resources to effectively reduce and ultimately end homelessness. Grantees are encouraged to follow the guidance provided in "Putting the Funding Pieces Together: Guide to Strategic Uses of New and Recent State and Federal Funds to Prevent and End Homelessness".
- D. Demonstrate sufficient resources dedicated to long-term permanent housing solutions, including capital and operating costs.
- E. Demonstrate a commitment to address racial disproportionality in homeless populations and achieve equitable 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.
- F. Establish a mechanism for people with lived experience of homelessness to have meaningful and purposeful opportunities to inform and shape all

## EXHIBIT A

levels of planning and implementation, including through opportunities to hire people with lived experience.

- G. Fund projects that provide housing and services that are Housing First compliant, per HSC section 50234(f), and delivered in a low barrier, trauma informed, and culturally responsive manner. Individuals and families assisted with these funds must not be required to receive treatment or perform any other prerequisite activities as a condition for receiving interim or permanent housing, or other services for which these funds are used.
- H. 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.

### 3. **Definitions**

The following HHAP-5 program terms are defined in accordance with HSC section 50230, subdivisions (A) – (X):

- A. “Agency” means the Business, Consumer Services, and Housing Agency.
- B. “Applicant” means a Continuum of Care, city, county, or a region for purposes of the Regionally Coordinated Homelessness Action Plan requirements pursuant to this chapter.
- 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

**EXHIBIT A**

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. “Regionally Coordinated Homelessness Action Plan” means the regionally coordinated homelessness action plan described in Section 50233.
- G. “Council” means the associated staff within the Interagency Council on Homelessness, formerly known as the Homeless Coordinating and Financing Council created pursuant to Section 8257 of the Welfare and Institutions Code.
- H. “Department” means the Department of Housing and Community Development.
- I. “Emergency shelter” has the same meaning as defined in subdivision (e) of Section 50801.
- J. “Grantee” means an eligible applicant that has received its initial Round 5 base allocation or total Round 5 base allocation, as applicable.
- K. “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.
- L. “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.
- M. “Homeless point-in-time count” means the most recently available point-in-time count data as reflected in the Annual Homeless Assessment Report released by the United States Department of Housing and Urban Development.

**EXHIBIT A**

- N. “Homeless youth” means an unaccompanied youth between 12 and 24 years of age who is experiencing homelessness, as defined in Section 725(2) 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.
- O. “Housing First” has the same meaning as in Section 8255 of the Welfare and Institutions Code, including all of the core components listed therein.
- P. “Jurisdiction” means a city, county, Continuum of Care, or tribe, as defined in this section.
- Q. “Memorandum of Understanding” has the same meaning as defined in subdivision (f) of Section 50233.
- R. “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.
- S. “Program” means Round 5 of the Homeless Housing, Assistance, and Prevention program, or Round 5, established pursuant to this chapter.
- T. 1) “Base program allocation” means the portion of program funds available to expand or develop local capacity to address immediate homelessness challenges pursuant to the allowable uses specified in Section 50236.
- 2) “Homekey supplemental allocation” means the portion of program funds available to eligible jurisdictions as supplementary Homekey resources, as defined in Section 50237.
- U. “Recipient” means a jurisdiction that receives funds from HCD for the purposes of the program.
- V. 1) Except as set forth in paragraph 2) below, “region” means the geographic area served by a county, including all cities and Continuum of Care within it. A region that has a Continuum of Care that serves multiple counties may submit a plan that covers multiple



**EXHIBIT A**

counties and the cities within them, or the Continuum of Care may participate in the Regionally Coordinated Homelessness Action Plan of each individual county that is part of the Continuum of Care along with the cities within the county.

- 2) All Continuums of Care within the County of Los Angeles shall be considered part of a single region, along with the county and big cities within the county.
- W. “Small jurisdiction” means a city that is under 300,000 in population as of January 1, 2022, according to data published on the internet website of the Department of Finance.
- X. “Tribe” or “tribal applicant” means a federally recognized tribal government pursuant to Section 4103 of Title 25 of the United States Code that is located in California.

**Additional definitions for the purposes of the HHAP-5 program:**

**Allocations:**

“Initial HHAP-5 Base Allocation”: fifty percent (50%) of the eligible city, county, or Continuum of Care’s HHAP-5 allocation.

“HHAP-5 Planning Allocation”: one hundred percent (100%) of the eligible city, county, or Continuum of Care’s HHAP Round 5 planning allocation.

“Initial Supplemental Funding Allocation”: one hundred percent (100%) of the eligible city, county, or Continuum of Care’s share of the one hundred (\$100) million Supplemental Allocation.

“Remainder Disbursement”: the remaining fifty percent (50%) of the eligible city, county, or Continuum of Care’s HHAP- 5 base allocation.

“Obligate”: means that the Grantee has placed orders, awarded contracts, received services, or entered into similar transactions that require payment using HHAP-5 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.

**EXHIBIT A**

“Expended”: means all HHAP-5 funds obligated under contract or subcontract have been fully paid and receipted, and no invoices remain outstanding.

4. **Scope of Work**

- A. The Scope of Work (“Work”) for this Agreement shall include uses that are consistent with HSC section 50234, subdivision (a) (1), and section 50236, and any other applicable laws.
- B. HHAP-5 Planning Allocation funds are for the purpose of planning for and preparing the Regionally Coordinated Homelessness Action Plan required as part of the HHAP-5 regional application. Any Planning Allocation funds that are not spent on the preparation of the HHAP-5 application must be expended consistent with the purpose and requirements of the HHAP-5 program, as described below.
- C. Provided that before proposing to use HHAP-5 resources to fund new interim housing solutions, the applicant first demonstrates that the region has dedicated sufficient resources from other sources to long-term permanent housing solutions, including capital and operating costs, allowable uses of HHAP-5 base program allocation funds include all of the following:
  - 1) Permanent housing solutions, including all of the following:
    - a) Rental subsidies, including to support placement of individuals in Community Assistance, Recovery and Empowerment (CARE) Court.
    - b) Landlord incentives, such as security deposits, holding fees, funding for needed repairs, and recruitment and relationship management costs.
    - c) Move-in expenses.
    - d) Operating subsidies in new and existing affordable or supportive housing units serving people experiencing homelessness, including programs such as Homekey, new or existing residential care facilities, funded by the Behavioral Health Continuum Infrastructure Program or the

**EXHIBIT A**

Community Care Expansion Program. Operating subsidies may include operating reserves.

- e) Homelessness prevention through rental assistance, rapid rehousing, and other programs, so long as they prioritize households at imminent risk of homelessness or households with incomes at or below thirty percent (30%) of the area median income, who pay more than fifty percent (50%) of their income in housing costs, and who meet criteria for being at highest risk of homelessness through data-informed criteria.
  - f) Problem-solving and diversion support programs that prevent people at risk of or recently experiencing homelessness from entering unsheltered or sheltered homelessness.
  - g) Services for people in permanent housing, so long as the services are trauma-informed and practice harm reduction, to include intensive case management services, assertive community treatment services, critical time intervention services, other tenancy support services, evidence-based employment services, coordinating mental health, substance use, and primary care treatment, or other evidence-based supportive services to increase housing retention.
  - h) Capital for permanent housing that serves people experiencing homelessness, including conversion of underutilized buildings or existing interim or transitional housing into permanent housing.
- 2) Interim housing solutions, including all of the following:
- a) Navigation centers that are low barrier, as defined in Sections 65660 and 65662 of the Government Code, to include any of the following:
  - b) Operating expenses in existing congregate shelter sites.

**EXHIBIT A**

- c) Operating expenses in new or existing non-congregate shelter sites and transitional housing for youth.
  - d) Motel or hotel vouchers.
  - e) Services provided to people in interim housing, to include trauma-informed and evidence-based intensive case management services, housing navigation, connecting people to substance use or mental health treatment, public benefits advocacy, and other supportive services to promote stability and referral into permanent housing.
  - f) Capital funding to build new non-congregate shelter sites, including for construction, rehabilitation, and capital improvements to convert existing congregate sites into non-congregate sites.
  - g) Capital funding for clinically enhanced congregate or non-congregate shelter sites.
  - h) Youth-focused services in transitional housing.
- 3) Service provisions and systems support including all of the following:
- a) Services for people experiencing unsheltered homelessness, including street outreach, including, but not limited to, persons experiencing homelessness from encampment sites and those transitioning out of encampment sites funded by the program known as the Encampment Resolution Funding Grant consistent with HSC Section 50251 to access permanent housing and services. This includes evidence-based engagement services, intensive case management services, assertive community treatment, housing navigation, harm reduction services, coordination with street-based health care services, and hygiene services for people living in encampments and unsheltered individuals.
  - b) Services coordination, which may include access to workforce, education, and training programs, or other

**EXHIBIT A**

services needed to promote housing stability in supportive housing.

- c) 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.
  - d) Improvements to existing emergency shelters to lower barriers and increase privacy.
  - e) Any new interim sheltering funded by Round 5 funds must be low-barrier, comply with Housing First practices 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.
- 4) In addition to the eligible uses described above, the Grantee's expenditure of its entire HHAP-5 Base Allocation must also comply with the following:
- a) At least ten percent (10%) of the funds shall be spent on services for homeless youth populations.
  - b) Not more than seven percent (7%) 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.

Grantee shall perform the work only in the areas as identified, and in accordance with any guidance from HCD.

5) **Contract Coordinator**

HCD's Contract Coordinator for this Agreement is HCD's Grants Program Design Section Chief or their designee. Unless otherwise instructed, any notice, report, or other communication requiring an original Grantee signature for this Agreement shall be sent to the HCD Contract Coordinator electronically.



**EXHIBIT A**

The Representatives during the term of this Agreement will be:

	<b>PROGRAM</b>	<b>GRANTEE</b>
<b>ENTITY:</b>	California Department of Housing & Community Development	City of Sacramento
<b>SECTION/UNIT:</b>	Policy and Program Support	
<b>ADDRESS:</b>	651 Bannon St SW, Suite 400 Sacramento, CA, 95811	915 I Street, Sacramento, CA 95814
<b>CONTRACT COORDINATOR</b>	Jeannie McKendry	Ya-yin Isle
<b>PHONE NUMBER:</b>	(916) 490-9589	(916) 808-1869
<b>EMAIL ADDRESS:</b>	<a href="mailto:HPDHomelessnessGrants@hcd.ca.gov">HPDHomelessnessGrants@hcd.ca.gov</a> <a href="mailto:Jeannie.McKendry@hcd.ca.gov">Jeannie.McKendry@hcd.ca.gov</a>	<a href="mailto:yisle@cityofsacramento.org">yisle@cityofsacramento.org</a>

All requests to update the Grantee information listed within this Agreement shall be emailed to the HPD Homelessness Grants general email box at [HPDHomelessnessGrants@hcd.ca.gov](mailto:HPDHomelessnessGrants@hcd.ca.gov). HCD 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 HCD (indicated by the signature provided by HCD in the lower left section of page one, Standard Agreement, STD. 213), and when signed by all parties. Funds will be disbursed in accordance with Section 4 of Exhibit B.
- B. This Agreement shall terminate on June 30, 2029.
- C. On or before January 1, 2026, a Grantee shall submit to the Department an updated Regionally Coordinated Homelessness Action Plan, which shall include updates on the metrics and key actions to improve these metrics, which shall be reviewed and approved by HCD pursuant to HSC 50235 subdivision (h). A Grantee shall contractually obligate no less than seventy-five percent (75%) and shall expend no less than fifty percent

Program Name: Homeless Housing, Assistance, and Prevention Program  
Round 5 "HHAP-5"  
NOFA Date: September 29, 2023  
Approved Date: August 8, 2024  
Prep Date: November 1, 2024

**EXHIBIT A**

(50%) of their initial fifty percent (50%) HHAP-5 base allocation disbursement by June 30, 2026. This excludes both the HHAP-5 planning and Initial Supplemental Allocations. Upon demonstration by a recipient Grantee that it has complied with both of these requirements, the Department shall disburse to that recipient the remaining fifty percent (50%) of its HHAP-5 base allocation pursuant to HSC Section 50235.

- 1) Grantee will demonstrate compliance with these obligation and expenditure requirements through monthly fiscal reports and by completing a certification documentation in the form and manner provided by HCD.

D. If a Grantee has obligated less than seventy-five percent (75%) or expended less than fifty percent (50%) of their initial fifty percent (50%) HHAP-5 base allocation by June 30, 2026, the Grantee shall not contractually obligate or expend any remaining portion of its initial HHAP-5 base allocation, and HCD shall not allocate to the recipient the remaining fifty percent (50%) of its HHAP-5 base allocation, unless both of the following occur:

- 1) On or before June 30, 2026, the Grantee submits an alternative disbursement plan to HCD that includes an explanation for the delay.
- 2) HCD approves the alternative disbursement plan.

If a Grantee does not satisfy these requirements, HCD shall have the discretion to allocate the unused funding in a manner prescribed by HCD.

If the funds identified in the approved alternative disbursement plan are not fully expended by December 31, 2027, the funds shall be returned to HCD to be allocated as supplemental awards in accordance with Health and Safety Code Section 50237.

E. All HHAP-5 funds, including base allocations, planning allocations, and supplemental funding, shall be expended by June 30, 2028.

F. Any funds, including planning allocations and supplemental funding, not expended by June 30, 2028, shall revert to, and be paid and deposited in, the General Fund pursuant to Health and Safety Code section 50235 subdivision (m).

**EXHIBIT A**

- G. HCD may request additional information from applicants, as needed, to meet other applicable reporting or audit requirements.

7) **Capacity and Authority to Contract**

- A. By signing this Agreement, the Grantee is certifying that it has the capacity and authority to fulfill the obligations enumerated in this agreement. The Grantee further represents that it is authorized to execute this Agreement.
- B. Each person executing this Agreement on behalf of an entity, other than an individual executing this Agreement on their own behalf, represents that they are authorized to execute this Agreement on behalf of said entity.

**EXHIBIT B**

**BUDGET DETAIL AND DISBURSEMENT PROVISIONS**

**1. Payee**

Name: City of Sacramento                      Amount: \$ 27,053,240.85

**2. Budget Detail & Changes**

A.     The Grantee agrees that HHAP-5 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.

B.     The Grantee shall expend the HHAP-5 funds on eligible activities as detailed in HSC 50234, subdivision (a)(1)(A) and 50236 and as described in the grantees latest approved HHAP-5 funding plan.

C.     Any changes to the Grantee's budget must be approved in writing by HCD prior to incurring expenses.

**3. General Conditions Prior to Disbursement**

A.     All Grantees must submit the following forms prior to this HHAP-5 allocation being released:

- 1)     Request for Funds Form ("RFF").
- 2)     STD 213 Standard Agreement form and Exhibits A through E.
- 3)     STD 204 Payee Data Record or Government Agency Taxpayer ID Form.

**4. Disbursement of Funds**

**A.     Initial Disbursement**

**EXHIBIT B**

- 1) The Initial Disbursement of the HHAP-5 allocation includes the initial HHAP-5 base allocation, HHAP-5 planning allocation, and initial supplemental allocation. These funds will be disbursed to the Grantee upon receipt, review and approval of the completed Standard Agreement and RFF by HCD.
- 2) The Initial disbursement of HHAP-5 funds will be disbursed in one allocation, and issued to the Grantee, identified on the Payee Data Record Form or Government Agency Taxpayer ID Form.

**B. Remainder Disbursement**

- 1) HCD will disburse the remaining fifty percent (50%) of HHAP-5 base allocation upon demonstration by a Grantee that it has complied with the requirement to contractually obligate and expend a minimum amount of its initial Round 5 base allocation, as described below, and receives approval for the submitted Updated Regionally Coordinated Homelessness Action Plan that includes updates on measures and illustrates the advancement of key actions outlined in the original Regionally Coordinated Action Plan to improve those measures, as outlined in Section 50235(h).
  - a) A Grantee shall contractually obligate no less than seventy-five percent (75%) and shall expend no less than fifty percent (50%) of their initial fifty percent (50%) HHAP-5 base allocation by June 30, 2026. This excludes both the HHAP-5 planning allocation and the supplemental allocation. Upon demonstration by a grantee that it has complied with this requirement and receives approval for the submitted Updated Regionally Coordinated Homelessness Action Plan, HCD shall disburse to that recipient the remaining fifty percent (50%) of its HHAP-5 program allocation pursuant to Section 50234.
  - b) If a Grantee has obligated less than seventy-five percent (75%) or expended less than fifty percent (50%) of their initial fifty percent (50%) HHAP-5 program allocation by June 30, 2026, the Grantee shall not contractually obligate or expend any remaining portion of its initial HHAP-5 program allocation, and HCD shall not allocate to the recipient the



**EXHIBIT B**

remaining fifty percent (50%) of its HHAP-5 program allocation, unless both of the following occur:

- i. On or before June 30, 2026, the Grantee submits an alternative disbursement plan to HCD that includes an explanation for the delay.
  - ii. HCD approves the alternative disbursement plan. If HCD cannot approve an alternative disbursement plan, HCD will provide the Grantee with guidance on the revisions needed in order to approve the alternative disbursement plan.
- c) HCD may withhold the remaining fifty percent (50%) of HHAP-5 program allocation funds from a jurisdiction that repeatedly failed to take action as specified in its Regionally Coordinated Homelessness Action Plan, or that took actions adverse to achieving the plan objectives provided pursuant to Section 50233, until such time the jurisdiction demonstrates to HCD they are in substantial compliance with the requirements of HSC 50235 subdivision (h).

**5. Expenditure of Funds**

All HHAP-5 funds must be spent consistent with the intent of the Program and the eligible uses identified in HSC section 50234, subdivision (a)(1)(A) and 50236 and in alignment with the Grantee's latest, approved funding plan.

**6. Ineligible Costs**

- A. HHAP-5 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 HSC section 50234, subdivision (a)(1)(A) and 50236.
- B. HCD reserves the right to request additional clarifying information to determine the reasonableness and eligibility of all uses of the funds made available by this Agreement. If the Grantee or its funded subrecipients use HHAP-5 funds to pay for ineligible activities, the Grantee shall be required to reimburse these funds to HCD.

**EXHIBIT B**

- C. An expenditure which is not authorized by this Agreement, or by written approval of the Contract Coordinator or his/her designee, or which cannot be adequately documented, shall be disallowed and must be immediately repaid to HCD by the Grantee. A Grantee shall be prohibited from applying for future HHAP funds until they have repaid these funds to HCD.  
  
HCD, at its sole and absolute discretion, shall make the final determination regarding the allowability of HHAP-5 fund expenditures.
- D. Program funds shall not be used to supplant existing local funds for homeless housing, assistance, or prevention. HHAP funds cannot replace local funds that are committed to an existing or developing homeless assistance program. However, if funds previously supporting a service or project end or are reduced for reasons beyond the control of the Grantee and services or housing capacity will be lost as a result of these funds ending, HHAP funds may be used to maintain the service or program. Examples include, but are not limited to, a time-limited city and/or county tax or one-time block grant.
- E. Program funds shall not be used to supplant existing Encampment Resolution Funding Grant funds provided under HSC section 50251.

**EXHIBIT D**

**HHAP GENERAL TERMS AND CONDITIONS**

**1. Termination and Sufficiency of Funds**

**A. Termination of Agreement**

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

**B. Sufficiency of Funds**

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

**2. Transfers**

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

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

Grantee has submitted to HCD an application for HHAP-5 funds to support regional coordination and expand or develop local capacity to address its immediate homelessness challenges. HCD is entering into this Agreement on the basis of Grantee's facts, information, assertions and representations contained in that application. Any subsequent modifications to the original funding plans submitted within the original application must be

**EXHIBIT D**

requested through the formal HHAP Budget Modification Request Process and are subject to approval by HCD.

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

**4. Reporting/Audits**

**A. Reporting Requirements**

- 1) Annual Report: Grantees will be responsible for submitting an annual report no later than April 1 each year following the receipt of funds until all funds are fully expended. The annual report will contain detailed information on program activities in accordance with HSC sections 50221, 50222, and 50223, and be submitted in the form and method provided by HCD. The annual report must provide information on activities through the prior calendar, including, but not limited to, an ongoing tracking of the specific uses and expenditures of any program funds broken out by eligible uses, as well as any additional information HCD deems appropriate or necessary.
- 2) Monthly Fiscal Report: Grantees will be responsible for submitting a monthly fiscal report in accordance with HSC section 50223, in the form and method provided by HCD. The monthly fiscal report must provide information, including but not limited to, the obligation and expenditure status of the program funds by eligible uses category.
- 3) Final Report: Grantees will be responsible for submitting a final report in accordance with HSC section 50223 no later than April 1, 2029, and must be submitted in the form and method provided by HCD. The final report must provide information, including but not limited to, detailed uses of all program funds.

**EXHIBIT D**

- 4) **HMIS/HDIS Reporting:** Grantees and their subcontractors must report client data into their local Homeless Management Information Systems (HMIS) pursuant to the requirements of Assembly Bill (AB) 977 (Chapter 397, Statutes of 2021), and that data must be shared quarterly with the statewide Homeless Data Integration System (HDIS). As part of reporting responsibilities in accordance with HSC sections 50221, 50222, and 50223, Grantees must ensure proper recording of activities associated with these program funds. This is intended to efficiently capture many of the non-fiscal reporting responsibilities required under HSC sections 50221, 50222, and 50223. HCD will make efforts to utilize statewide Homeless Data Integration System to fulfill grantee reporting requirements under HSC sections 50221, 50222, and 50223, however improper reporting into that system may require HCD to seek additional information directly from Grantees. Grantees may also be required to accept training and technical assistance in this area if their HMIS/HDIS is not properly tracked and shared.
- 5) HCD may require additional supplemental reporting with written notice to the Grantee.
- 6) Grantee may, at their discretion, fully expend their HHAP-5 allocation prior to the end date of the grant term and will not be required to submit monthly fiscal reports after the month in which their allocation was fully expended.

**B. Auditing**

HCD reserves the right to perform or cause to be performed a financial audit. At HCD's request, the Grantee shall provide, at its own expense, a financial audit prepared by a certified public accountant. HHAP-5 administrative funds may be used to fund this expense. Should an audit be required, the Grantee shall adhere to the following conditions:

- 1) The audit shall be performed by an independent certified public accountant.



**EXHIBIT D**

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

**5. Inspection and Retention of Records**

**A. Record Inspection**

HCD or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance under this Agreement. The Grantee agrees to provide HCD, or its designee, with any relevant information requested. The Grantee agrees to give HCD 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-5 program guidance document published on the website, and this Agreement.

In accordance with HSC section 50220.8, subdivision (m), if upon inspection of records HCD identifies noncompliance with grant requirements, HCD 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.

**EXHIBIT D**

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

C. Public Records Act

The Grantees' final HHAP-5 application, this contract, and other documents related to the grant are considered public records, which are available for public viewing pursuant to the California Public Records Act Division 10 (commencing with Section 7920.000) of Title 1 of the Government Code.

6. **Breach and Remedies**

A. Breach of Agreement

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

- 1) Grantee's failure to comply with the terms or conditions of this Agreement.
- 2) Use of, or permitting the use of, HHAP-5 funds provided under this Agreement for any ineligible activities.
- 3) Any failure to comply with the deadlines set forth in this Agreement.

B. Remedies for Breach of Agreement

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

- 1) Bar the Grantee from applying for future HHAP funds.
- 2) Revoke any other existing HHAP award(s) to the Grantee.
- 3) Require the return of any unexpended HHAP-5 funds disbursed under this Agreement.

**EXHIBIT D**

- 4) Require repayment of HHAP-5 funds disbursed and expended under this Agreement.
- 5) Require the immediate return to HCD of all funds derived from the use of HHAP-5 funds.
- 6) 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-5 requirements.

C. All remedies available to HCD are cumulative and not exclusive.

D. HCD may give written notice to the Grantee to cure the breach or violation within a period of not less than fifteen (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 HCD to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Grantee of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of HCD to enforce these provisions.

**8. Nondiscrimination**

During the performance of this Agreement, the 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

**EXHIBIT D**

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, HSC 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 (2) 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 (12) 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 (12) month period prior to his or her leaving State service.

**EXHIBIT D**

- 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, section 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

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

- A. Establish a Drug-Free Awareness Program, as required by Government Code section 8355, subdivision (a)(2) to inform employees, Grantees, or subrecipients about all of the following:
  - 1) The dangers of drug abuse in the workplace.
  - 2) Grantee's policy of maintaining a drug-free workplace.
  - 3) Any available counseling, rehabilitation, and employee assistance program; and
  - 4) Penalties that may be imposed upon employees, Grantees, and subrecipients for drug abuse violations.



**EXHIBIT D**

- B. Provide, as required by Government Code section 8355, subdivision (a)(3), that every employee and/or subrecipient that works under this Agreement:
- 1) Will receive a copy of Grantee's drug-free policy statement, and
  - 2) Will agree to abide by terms of Grantee's condition of employment or subcontract.

**11. Child Support Compliance Act**

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

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

**12. Special Conditions – Grantees/Subgrantee**

The Grantee agrees to comply with all conditions of this Agreement including the Special Conditions set forth in Exhibits C and D. These conditions shall be met to the satisfaction of HCD prior to disbursement of funds. The Grantee shall ensure that all Subgrantees are made aware of and agree to comply with all the conditions of this Agreement and the applicable State requirements governing the use of HHAP-5 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:

**EXHIBIT D**

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

- B. The Grantee shall monitor the activities of all subgrantees to ensure compliance with all requirements under the HHAP program.

As requested by HCD, the Grantee shall provide to HCD all monitoring documentation necessary to ensure that Grantee and its subgrantees are in continued compliance with HHAP requirements. Such documentation requirements shall be provided by HCD when the information is requested.

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, land use, homelessness, housing element, fair housing, and all other matters applicable and/or related to the HHAP-5 program, the Grantee, its subrecipients, and all eligible activities.

The 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. The 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,

**EXHIBIT D**

environmental protection, procurement, and safety laws, rules, regulations, and ordinances. The Grantee shall provide copies of permits and approvals to HCD upon request.

**14. Inspections**

- A. The 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. HCD 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. The 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 HCD, shall not affect any other provisions of this Agreement and the Initial terms 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 HCD immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or HCD, 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 HCD.

**EXHIBIT E**

**SPECIAL TERMS AND CONDITIONS**

1. All proceeds from any interest-bearing account established by the Grantee for the deposit of HHAP-5 funds, along with any interest-bearing accounts opened by subrecipients to the Grantee for the deposit of HHAP-5 funds, must be used for HHAP-5-eligible activities. Grantees must maintain records of all expenditures of the proceeds from these interest-bearing accounts for five (5) years and report on these expenditures as required by HCD. HCD reserves the right to perform or cause to be performed a financial audit on the use of proceeds from interest-bearing accounts.
2. Per HSC section 50234 subdivision (f), any housing-related activities funded with HHAP-5 funds, including but not limited to emergency shelter (per HSC section 50236 subdivision (c)(3)(E), 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-5 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. The Grantee shall utilize its local Homeless Management Information System (HMIS) to track HHAP-5-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-5 funding (e.g., by creating appropriate HHAP-5-specific funding sources and project codes in HMIS).
4. The Grantee shall participate in and provide data elements, including, but not limited to, health information, in a manner consistent with federal law, to the HMIS in accordance with their existing Data Use Agreements, and as required by HSC sections 50234(b) and 50220.6 and Welfare and Institutions Code section 8256. Any health information provided to, or maintained within, the Homeless Management Information System, or the State Homeless Data Integration System (HDIS), which compiles all HMIS data into a statewide data warehouse, shall not be subject to public inspection or disclosure under the California Public

**EXHIBIT E**

Records Act. For purposes of this paragraph, “health information” means “protected health information,” as defined in Part 160.103 of Title 45 of the Code of Federal Regulations, and “medical information,” as defined in subdivision (j) of Section 56.05 of the Civil Code. HCD may, as required by operational necessity, amend or modify required data elements, disclosure formats, or disclosure frequency. Additionally, HCD, 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. The Grantee agrees to accept technical assistance as directed by HCD or by a contracted technical assistance provider acting on behalf of HCD and report to HCD on programmatic changes the grantee will make as a result of the technical assistance and in support of their grant goals.
6. The Grantee agrees to demonstrate a commitment to racial equity and, per HSC section 50222 subdivision (a)(2)(B), the grantee shall use data provided through HDIS to analyze racial disproportionality in homeless populations and, in partnership with HCD, 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. The 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.
8. HCD reserves the right to add any special conditions to this Agreement it deems necessary to ensure that the goals of the Program are achieved.
9. The Department represents that the intent of Exhibit D Section 1(B) is only to preserve the legislature’s ability to make changes to appropriations and matters that are lawfully subject to change through the Budget Act. The Department represents and warrants that as of the date of this Agreement the non-bond funds referenced in Homeless Housing, Assistance and Prevention Program, Round 5 Notice of Funding Availability dated September 29, 2023 for this Agreement are appropriated to and available for the purposes of this Agreement, and further, that upon execution of this Agreement said funds are deemed allocated to and encumbered for the purposes described in this Agreement and shall not be terminated or reduced as a result of Exhibit D Section 1(B) once construction has commenced in compliance with Program requirements and in

Program Name: Homeless Housing, Assistance, and Prevention Program  
Round 5 “HHAP-5”  
NOFA Date: September 29, 2023  
Approved Date: August 8, 2024  
Prep Date: November 1, 2024



**EXHIBIT E**

accordance with the construction commencement requirements within this Agreement. If not continuously appropriated, said funds must still be disbursed prior to any applicable disbursement or expenditure deadline set forth in this Agreement.

## ATTACHMENT 5

### INSURANCE

1. **Insurance Requirements.** During the entire term of this Agreement, Grantee shall maintain the insurance coverage described in the Insurance Terms below. Full compensation for all premiums that Grantee is required to pay for the insurance coverage described herein shall be included in the compensation specified under this Agreement. No additional compensation will be provided for Grantee's insurance premiums. Any available insurance proceeds in excess of the specified minimum limits and coverages shall be available to the City.

Grantee's liability to the City is not in any way limited to or affected by the amount of insurance coverage required or carried by the Grantee in connection with this Agreement.

2. **General Liability Minimum Scope and Limits of Insurance Coverage.** Commercial General Liability Insurance is required providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, arising out of activities performed by or on behalf of the Grantee and subcontractors, products and completed operations of Grantee and subcontractors, and premises owned, leased, or used by Grantee and subcontractors, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.

The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of: activities performed by or on behalf of Grantee and subcontractors; products and completed operations of Grantee and subcontractors; and premises owned, leased, or used by Grantee and subcontractors.

3. **Automobile Liability Minimum Scope and Limits of Insurance Coverage.** (*Check the applicable provision.*)

☒ **X** Automobile Liability Insurance is required providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the Grantee.

The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

☐ No automobile liability insurance is required, and by signing this Agreement, Grantee certifies as follows:

“Grantee certifies that a motor vehicle will not be used in the performance of any work or services under this agreement. If, however, Grantee does transport items under this Agreement, or this Agreement is amended to require any employees of Grantee to use a vehicle to perform services under the Agreement, Grantee understands that it must maintain and provide evidence of Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the Grantee.”

4. **Excess Insurance.** The minimum limits of insurance required above may be satisfied by a combination of primary and umbrella or excess insurance coverage, provided that any umbrella or excess insurance contains, or is endorsed to contain, a provision that it will apply on a primary basis for the benefit of the City, and any insurance or self-insurance maintained by City, its officials, employees, or volunteers will be in excess of Grantee's umbrella or excess coverage and will not contribute to it.

5. **Workers' Compensation Minimum Scope and Limits of Insurance Coverage.** (*Check the applicable provision.*)

☒ Workers' Compensation Insurance is required with statutory limits and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Workers' Compensation policy shall include a waiver of subrogation in favor of the City.

☐ No work or services will be performed on or at CITY facilities or CITY Property, therefore a Workers' Compensation waiver of subrogation in favor of the CITY is not required.

☐ No Workers' Compensation insurance is required, and by signing this Agreement, Grantee certifies as follows:

“Grantee certifies that its business has no employees, and that it does not employ anyone, and is therefore exempt from the legal requirements to provide Workers' Compensation insurance. If, however, Grantee hires any employee during the term of this Agreement, Grantee understands that Workers' Compensation with statutory limits and Employer's Liability Insurance with a limit of not less than one

million dollars (\$1,000,000) is required. The Workers' Compensation policy will include a waiver of subrogation in favor of the City."

6. **Professional Liability Minimum Scope and Limits of Insurance Coverage.** Professional Liability Insurance providing coverage on a claims-made basis for errors and omissions, or malpractice with limits of not less than one million dollars (\$1,000,000):

Is  Is not ☒ [check one] required for this Agreement.

If required, such coverage must be continued for at least  year(s) following the completion of all Services under this Agreement. The retroactive date must be prior to the date this Agreement is approved or any Services are performed.

7. **Other Insurance Provisions.** The policies must contain, or be endorsed to contain, the following provisions:

- A. Grantee's insurance coverage, including excess insurance, shall be primary insurance as respects the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers will be in excess of Grantee's insurance and will not contribute with it.
- B. Any failure to comply with reporting provisions of the policies will not affect coverage provided to the City, its officials, employees or volunteers.
- C. Coverage shall state that Grantee's insurance applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- D. Grantee shall provide the City with 30 days written notice of cancellation or material change in the policy language or terms.

8. **Acceptability of Insurance.** Insurance must be placed with insurers with a Bests' rating of not less than A:VI. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Attachment 5 must be declared to and approved by the City in writing before execution of this Agreement.

9. **Verification of Coverage.**

- A. Grantee shall furnish City with certificates and required endorsements evidencing the insurance required. Certificates of insurance must be signed by an authorized representative of the insurance carrier. Copies of policies shall be delivered to the City Representative on demand.
- B. Grantee shall send all insurance certificates and endorsements, including policy

renewals, during the term of this Agreement directly to:

City of  
Sacramento  
c/o Exigis LLC  
PO Box 947  
Murrieta, CA 92564

C. Certificate Holder must be listed as:

City of  
Sacramento  
c/o Exigis LLC  
PO Box 947  
Murrieta, CA 92564

D. The City may withdraw its offer of Agreement or cancel this Agreement if the certificates of insurance and endorsements required have not been provided before execution of this Agreement. The City may withhold payments to Grantee and/or cancel the Agreement if the insurance is canceled or Grantee otherwise ceases to be insured as required herein.

10. **Subcontractor Insurance Coverage.** Grantee shall require and verify that all subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in this Attachment 5.
11. **Waiver of Subrogation.** Grantee hereby grants to City a waiver of any right to subrogation which any insurer may acquire against the City by virtue of the payment of any loss under such insurance. Grantee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from an insurer.



# Sacramento Community Standards

## Sacramento Continuum of Care

Version 1.0  
December 13, 2023



Sacramento City  
and County  
Continuum of Care



***Developed in partnership with:***  
*Sacramento Steps Forward*  
*Sacramento City and County Continuum of Care*  
*Sacramento County*  
*City of Sacramento*  
*Sacramento Housing and Redevelopment Agency*

***Adopted by the Sacramento Continuum of Care:***  
12/13/2023 (version 1)

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## 1) OVERVIEW

The Sacramento Local Homeless Action Plan (LHAP) was initiated in early 2022 to create a cross-jurisdictional unified approach to preventing and ending homelessness across Sacramento County. This three-year plan (July 1, 2022, through June 30, 2025) was developed in partnership with Sacramento Steps Forward (SSF), Sacramento City and County Continuum of Care (CoC), Sacramento County, City of Sacramento and the Sacramento Housing and Redevelopment Agency (SHRA).

The LHAP outlines key system components that align with national best-practices and, if resourced and implemented consistently across funders and providers, will bring the local response system to scale with capacity to move the needle on homelessness. Through these efforts, homelessness in the County over time will become preventable whenever possible, brief, and non-recurring.

As part of the LHAP, the CoC, City of Sacramento, Sacramento County, and SHRA committed to developing the standards included in this document to provide a community-wide set of standards for homelessness prevention and assistance programs.

### A) PURPOSE AND USE OF COMMUNITY STANDARDS

The purpose of this document is to provide a general overview of expectations and standards for homelessness prevention and homeless assistance programs receiving public funding in Sacramento County and that operate, together, to provide a Homelessness Response System. Sacramento receives funding from the U.S. Department of Housing and Urban Development (HUD) to provide programs and services for people experiencing homelessness, including Emergency Solutions Grant (ESG) and Continuum of Care (CoC) Program funding (see [24 CFR Part 576](#) [ESG] and [24 CFR Part 578](#) [CoC]). This funding requires CoCs to “establish and consistently follow written standards for providing Continuum of Care assistance” that, at minimum, must address:

1. Who is eligible for specific services (e.g., outreach, homelessness prevention, emergency shelter, transitional housing, rapid rehousing and permanent supportive housing);
2. How the system of care ensures that the people most in need get priority for each service;
3. The referral, admission and discharge processes for emergency shelters;
4. Rules regarding how much participants in rental assistance programs must pay toward their rent, and how long they may receive rental assistance;
5. Rules regarding limits on assistance provided for housing relocation (moving costs), or temporary rental assistance provided as part of a rapid rehousing program;
6. How programs serving homeless people coordinate with other programs in the homelessness response system and with other types of services (e.g., benefits programs, health care, employment, education); and
7. Policies used to ensure safety for victims of domestic violence, dating violence, sexual assault, and stalking, including rights to emergency transfers when needed to remain safe.

The Sacramento Community Standards, combined with related system standards, policies, and procedures, respond to those Federal requirements. Standards for the following types of programs are included in this document:

- Homelessness Prevention (HP) and Diversion
- Street Outreach (SO)
- Emergency Shelter (ES)
- Transitional Housing (TH) and Interim Housing (IH)
- Rapid Rehousing (RRH) and Other Rehousing Assistance
- Permanent Supportive Housing (PSH)

Where noted, the standards in this document are inclusive of minimum requirements for each program type, but they are also expansive in that they reflect best practices and local priorities for housing assistance that may be aspirational for some

programs. In general, standards are similar to policies but may be more specific. They are measurable and reflect what providers *should* be doing. Procedures are detailed descriptions of how to carry out a policy or standard. This document only includes standards and does not address program procedures. This document also does not duplicate other system documents that include standards relevant to the Coordinated Access System (CAS) or the Homeless Management Information System (HMIS). Where relevant, this document references [CAS policies and procedures](#) and [HMIS policies and procedures](#). Standards and practices related to CAS and HMIS are complementary to the standards in this document and, together, represent the full body of community standards established for effective, equitable prevention and homeless assistance services.

**These standards serve as a basis for ensuring all publicly funded programs for people who are at-risk of or experiencing homelessness are offered in a consistent manner, in line with federal, state and local funding requirements, and evidence-based approaches to providing equitable, effective, and efficient assistance.**

Accordingly, the primary intended audiences for these standards are Sacramento County-based providers of homelessness prevention and homelessness services and housing assistance who receive federal, state, and/or local funding. The CoC encourages other public and private funders to use and adopt these Community Standards in their contracts for homeless assistance services to promote alignment, where possible and beneficial, across the local homeless response system. Other audiences include users of services, community advocates, and the community at large. The CoC will support the sharing and development of additional documents and resources for these broader audiences about the homeless response system and the standards providers are working to adhere to. The Community Standards are subject to continued review and updates based on changes to local needs as well as state and federal requirements. Future considerations may include, for example, standards for other program types or coordination of housing related resources outside of the CoC.

## **B) PERFORMANCE STANDARDS**

This document also includes standard measurements related to program performance called “**key performance indicators**” (KPIs). KPIs align to federal, state, and local homelessness response system performance priorities and targets and represent the most important measures used to determine program performance relative to program use, cost, and successful outcomes (e.g., shelter occupancy, successful exits to housing). The Sacramento CoC and local funders set performance goals or targets for each KPI overall and for each applicable program annually accounting for current performance, desired performance, available funding and provider capacity, among other factors. Program performance on KPIs is monitored and evaluated by the CoC and local funders, along with other relevant measures (e.g., number of households served) and allows programs to be consistently monitored and evaluated for efficiency, effectiveness, and equitable outcomes. Additional information on KPIs and other system and program performance measures, including measurement-related definitions and methods, can be found at the SSF website under “Data” subsection.

## **C) LOCAL DEVELOPMENT, ADOPTION, AND UPDATES**

As part of the LHAP, the City of Sacramento, Sacramento County, SHRA, and SSF formed the Standards Development Team (SDT) to develop community-wide performance and practice standards for homelessness prevention and assistance programs within the Sacramento Continuum of Care geography (i.e., within Sacramento County). The SDT initiated work in February of 2023 with support from Tom Albanese Consulting, LLC, and SSF staff to research existing local standards and examples from other communities. This team engaged stakeholders in a series of six focus groups to examine potential standards related to crisis response (outreach, shelter, etc.) and housing-related responses (rapid rehousing, permanent supportive housing). In all, more than 40 stakeholders representing at least 24 service provider and community organizations participated in focus groups.

The SDT, in collaboration with the CoC Persons with Lived Experience Cohort (PLE Cohort), will present this draft set of community wide performance and practice standards for public comment via posting to the SSF website and a 21-day public comment period between October 26, 2023, and November 16, 2023. After the public comment period, the SDT will update

the final version of the standards to be presented to the CoC Board for adoption in December 2023. It is expected that final standards will be reviewed and adopted or otherwise incorporated into funding contracts for homelessness prevention and homeless assistance programs awarded by the City of Sacramento, County of Sacramento, SHRA, and SSF.

Once the standards are fully adopted and implemented, the CoC, inclusive of local governments, will update these standards as needed to stay current with any program changes, funding changes or new project type introduction. On behalf of the CoC, SSF may notify the community if they must make amendments required by a funding source to ensure compliance with regulations without a formal review process. Community stakeholders will otherwise be engaged in future standards review and update processes, including but not limited to specific review by the PLE Cohort, service providers, and any other relevant committee(s) identified by the CoC.

## **D) STANDARDS MONITORING, EVALUATION, AND IMPROVEMENT**

Standards will be monitored periodically according to each local funder contract requirements and monitoring processes to assess provider adherence to standards, including examination of provider performance and examination of provider services, operations, facilities, and housing units. While providers are expected to meet these standards, it is understood that many providers do not currently have sufficient funding, training, or capacity to meet these standards. Therefore, as local funders begin to incorporate standards into contracts and monitoring policies and procedures are developed, it is expected that funding and other constraints will be accounted for and providers will be able to demonstrate instances where non-conformance with a standard is driven by lack of funding or other barriers. As the lead agency for the Sacramento CoC, SSF will provide guidance and leadership for CoC system performance monitoring efforts as well as training and technical assistance to support implementation and fidelity to the Community Standards.

## **E) ACRONYMS**

The following is a list of common acronyms used in this document. For definitions of specific terms used in this document, see Appendix A.

- AMI: Area Median Income
- CH: Chronically Homeless
- CoC: Continuum of Care
- CAS: Coordinated Access System
- DV: Domestic Violence
- ES: Emergency Shelter
- ESG: Emergency Solutions Grants Program (federal funding source)
- FMR: Fair Market Rent
- HP: Homelessness Prevention
- HMIS: Homeless Management Information System
- HQS: Housing Quality Inspection
- HUD: U.S. Department of Housing & Urban Development
- IH: Interim Housing
- IPV: Intimate Partner Violence
- LGBTQIA+: Lesbian, Gay, Bisexual, Transgender, Queer or Questioning, Intersex, Asexual or Ally, and Other Non-Heterosexual People
- PSH: Permanent Supportive Housing
- RRH: Rapid Rehousing
- SOAR: SSI/SSDI Outreach, Access, and Recovery (SSI/SSDI application assistance program)
- SSDI: Social Security Disability Income

- SSI: Supplemental Security Income
- SSO: Supportive Services Only
- TAY: Transition Age Youth (18-24 years old)
- TH: Transitional Housing
- SSF: Sacramento Steps Forward
- VA: U.S. Department of Veterans Affairs
- VAWA: Federal Violence Against Women Act

## **F) GUIDING PRINCIPLES FOR COMMUNITY STANDARDS**

- 1) The health and safety of participants, volunteers and staff should be safeguarded during each service engagement, at each shelter, interim housing, and transitional housing facility, and when assisting participants in their homes, apartment buildings, and in any community setting.
- 2) All people experiencing homelessness have the right to assistance regardless of religious affiliation, race, color, national origin, ancestry, political or religious beliefs, language, disability, family composition, gender identity and/or sexual orientation. This includes people with criminal records, unless otherwise restricted by law or funding requirements. Staff must respect and be sensitive to the diversity of participants. Participants' rights, per standards below, must be protected against all forms of discrimination.
- 3) Each program will provide assistance that is welcoming, inclusive, trauma-informed, person-centered, dignified and respectful for all participants and provide services in a non-judgmental manner.
- 4) Each person at-risk of or experiencing homelessness will be supported to secure safe, stable housing as quickly as possible with the support needed and desired to remain in safe, stable housing. Each person is supported to achieve their housing and other goals related to housing stability, including increasing their independence and self-determination as much as possible.
- 5) Each participant's privacy and confidentiality of their personal information is of the utmost importance.
- 6) People who are experiencing homelessness, like other members of our community, may use substances to varying degrees. Everyone is entitled to assistance whether or not they use substances. As a result, these standards require that admission, discharge, and service restriction policies must not be based on substance use alone, unless otherwise specifically provided for in these standards.
- 7) To continuously improve access, service quality, and outcomes in an equitable manner, all programs must offer participants meaningful opportunities to provide input and feedback in service provision and program planning for the program in which they participate.
- 8) Shelters, interim housing, and transitional housing programs will seek to offer the maximum amount of privacy and trauma-informed accommodations (e.g., non-congregate options) and supports within the constrictions of the program facility(ies).
- 9) Each program is part of the larger Sacramento Homeless Crisis Response System. As such, each program must actively collaborate with other system Programs and system-wide processes to ensure coordinated, effective, efficient, and equitable assistance for each person.

## **2) GENERAL STANDARDS FOR ALL PROGRAMS**

### **A) ORGANIZATIONAL STRUCTURE, MANAGEMENT, AND PERSONNEL**

- 1) The agency's governing board includes at least one individual who is or has been unhoused.
- 2) The agency has a conflict-of-interest policy that includes prohibiting conflict of interest and nepotism for staff, board members, and volunteers.
- 3) The agency has a written policy that prohibits requiring, mandating, or improperly influencing religious participation as a prerequisite to receiving agency services.

- 4) The agency does not discriminate on the basis of race, religion, color, national origin, ancestry, sex, sexual orientation, gender identity, age, disability or other handicap, marital or familial status, military status, status with regards to public assistance, or any other class of persons protected by applicable law. The agency does not deny admission or terminate assistance based on a client being a victim or survivor of domestic violence, dating violence, sexual assault, human trafficking, or stalking. The agency has a written nondiscrimination policy applicable to staff, trustees, volunteers, and clients and there is evidence that it is being implemented.
- 5) The agency operates in compliance with all applicable Equal Employment Opportunities and Affirmative Action requirements.
- 6) The agency has a Drug Free Workplace Policy applicable to all staff and volunteers and posted in an area where everyone has access to it.
- 7) The agency has a policy regarding firearms and other weapons, as it relates to employees, clients, and volunteers. The policy addresses the agency's stance on the concealed carry law and whether weapons, including firearms, are permissible on the premises.
- 8) The agency has a written disaster recovery and crisis communication plan that is reviewed, and updated, if necessary, annually and distributed to appropriate employees.
- 9) The agency has a policy that prohibits sexual harassment which is applicable to staff, clients, trustees, volunteers, and vendors.
- 10) The agency has an organizational chart and written personnel policies detailing employee responsibilities, rights, roles, benefits, job description, attendance requirements, grievance procedures, hiring and termination procedures, annual employee review protocol, hours of operation, confidentiality and the agency's compensation and benefits plan.
- 11) The agency has an employee and volunteer code of conduct that is distributed to all new employees and volunteers.
- 12) All staff and volunteers are identifiable to clients and visitors.
- 13) The agency has written job descriptions for paid and volunteer staff positions and an organizational chart showing lines of supervision.

## **B) FISCAL ADMINISTRATION**

- 1) The agency maintains a financial management system that is accurate, clear, and current. The agency's financial management system can identify each grant's revenue and expenses separately. For federal grants, the system must include the title and Assistance Listing (formerly CFDA) number.
- 2) The agency has a finance/accounting policies and procedures manual. The agency has written procurement policies that are in compliance with federal, state and other funding requirements.
- 3) Financial staff are qualified to maintain a high-quality financial management system in compliance with federal, state, and other funding requirements. There is an adequate separation of duties.
- 4) The agency's chart of accounts includes a complete listing of the account numbers used for homelessness prevention and assistance programs.
- 5) Funds received are appropriately restricted and/or allocated to specific Programs.
- 6) Expenditures are documented, reviewed, approved, and consistently charged to appropriate funding sources in compliance with Generally Accepted Accounting Principles and/or funding requirements.
- 7) Federal cash is only drawn on an "as needed" basis and is not held more than 3 working days. The agency periodically reviews vendors to ensure they are not debarred or suspended from participation related to federal awards. Additional invoice documentation the funder requests is provided in a timely manner.
- 8) If the agency charges indirect costs, it has an indirect cost allocation plan that details the allocation methodology and what expenses are included.
- 9) There is separate accountability of staff time between administrative and programmatic activities.
- 10) The agency retains program income and adds it to the funds committed to the Program. Program income for the grant is expended prior to the disbursement of grant funds.

- 11) For federally funded programs, the agency identifies, through a physical inventory, equipment purchased with federal funds at least every 2 years. All tangible property and assets are identified in accordance with 2 CFR Part 200.
- 12) The governing board procures an independent certified public accountant to audit the financial statements consistent with the following:
  - a) The audit is performed in accordance with generally accepted government auditing standards;
  - b) A single audit is performed in accordance with 2 CFR 200, Subpart F if the agency's aggregate federal expenditures exceed \$750,000;
  - c) The audit is performed within 6 months after the close of the agency's fiscal year;
  - d) The audit report, management letter, and IRS 990 are provided upon request to local funders.
- 13) Programs that receive public funding recognize the funding sources on agency or program letterhead, website, or other publicity materials about the program. Any information given to the public regarding the program prominently identifies local government funders, including SSF for any CoC Program funding awarded, as the funding sources.
- 14) The agency has the following insurance provisions, notices, and certificates and upon request will furnish certificates evidencing the existence of the following: (1) Worker's Compensation Certificate; (2) Employment Practices Liability (EPL); (3) Employer's Liability; (4) Comprehensive General Liability (CGL); (5) Directors' and Officers' Liability (D&O); (6) Fidelity and Crime Insurance; (7) Umbrella Insurance over all primary coverage; (8) Property Insurance; (8) Cyber Security Insurance; (10) Wage and Hour Notice.
- 15) Agency managers review financial reports, budgeted and actual costs, and supporting documentation in a timely manner.
- 16) The agency does not do business with the enemy, as defined in [2 CFR 200.215](#). The agency does not contract with or procure services from telecommunications and video surveillance vendors listed in [2 CFR 200.216](#).

## C) DATA AND INFORMATION TECHNOLOGY

- 1) Agency and program staff are trained in and adhere to all HMIS data collection, reporting, quality assurance, security, and privacy policies and procedures as described in the [HMIS Policies and Procedures Manual](#), [Data Quality Plan](#), and [Privacy and Security Plan](#).
  - a) Upon 48 hours of entry into programs, data on all participants is entered in HMIS, pursuant to the data standards required by SSF. Participant files are maintained in accordance with the requirements of HMIS operated by SSF.
- 2) The agency ensures that information technology is accessible to persons with disabilities, as required by Section 508 of the Rehabilitation Act, and for people with limited to no English proficiency. Information technology includes, but is not limited to, computers, fax machines, copiers, and telephones.

## D) COMMUNITY RELATIONS

- 1) PSH (single site) Programs, TH (single site) Programs, and ES programs only: The Agency has worked with stakeholders in a good faith effort to develop a partnership with local government, neighbors, neighborhood organizations and agencies, neighborhood businesses, and other groups and have ongoing, open channels of communication.
  - a) The agency (or Program) has initiated Good Neighbor Agreement (GNA) discussions and executed a written agreement, or every reasonable effort has been made to execute a written agreement. GNAs are encouraged but not required. If there are neighborhood concerns or issues, however, the agency may be required to engage in good neighbor work as a condition of public funding.
  - b) The agency has identified current, appropriate stakeholders pertinent to the area, including residential, commercial, industrial, or institutional stakeholders.
  - c) GNAs are reviewed with neighbors and neighborhood representatives and updated at least every three years.
- 2) The agency establishes, monitors, and complies with neighborhood safety, security, codes of conduct, and property management standards.
- 3) Board and/or agency staff participate in appropriate neighborhood associations.



## E) CULTURALLY RESPONSIVE SERVICE PLANNING, DELIVERY, AND IMPROVEMENT

- 1) Agencies and programs promote inclusive decision-making and authentic collaboration with people accessing services and housing, with an emphasis on engaging and including people from historically marginalized and overrepresented groups, including but not limited to Black, Brown, Indigenous, and all people of color, people identifying as LGBTQIA+, people with disabilities, and people who have experienced personal trauma and violence.
- 2) The agency compensates people with lived experience who are involved in agency and program decision-making, collaboration, and improvement processes on par with other process participants and provides support necessary for people with lived experience to participate meaningfully and fully (e.g., transportation assistance, orientation and guidance, etc.).
- 3) The agency affirmatively markets to and establishes hiring preferences for people with lived experience, so that, to the maximum extent practicable, clients and others experiencing homelessness are involved, through employment, provision of volunteer services, or otherwise, in constructing, rehabilitating, maintaining, and operating facilities for the program and in providing supportive services.
- 4) Programs inform clients in writing and verbally at program intake about opportunities to be included in decision-making, collaboration, and improvement efforts of the program, agency, and community, including opportunities to participate in CoC committees and activities.
- 5) Programs establish and regularly provide meaningful and accessible ways for participants to provide specific feedback and recommendations on the quality and appropriateness of services, service facilities, and housing, as applicable. At minimum, programs seek participant feedback and recommendations via:
  - a) Participant satisfaction surveys are offered at program exit AND at least once annually, if the period of participation is greater than one year, and include questions specified by the CoC. Participant satisfaction surveys may include questions required by one or more local funders for consistent evaluation across funded programs.
  - b) Aggregate results of participant satisfaction surveys are made available to program participants and funders.
  - c) Participant advisory group convened at least once annually with support from the agency (i.e., space, refreshments, transportation, compensation).
- 6) Programs establish annual performance goals applicable to the program type in concert with the Continuum of Care and local public funders.
- 7) The agency board, management, and Program teams review and evaluate quantitative and qualitative performance data at least quarterly and immediately establish a Performance & Quality Improvement (PQI) Plan to address performance or quality issues.
  - a) PQI plans and results are documented, reviewed by agency and Program management, and shared with local public funders upon request.
  - b) Evaluation and improvement include examination of disaggregated data related to program access, service utilization, and outcomes, and development of related improvement efforts to eliminate disparities and advance equity.
- 8) Program participants are made aware of and encouraged to participate in homeless system workgroups, committees, and planning efforts. Information about such opportunities is provided verbally and in writing.

## F) FAIR HOUSING AND EQUAL ACCESS

- 1) The agency and agency programs adhere to federal, state, and local laws concerning [Affirmatively Furthering Fair Housing](#) and [Equal Access to Housing](#) rules.
  - a) The agency affirmatively furthers fair housing and has a written affirmative marketing strategy to market the program and its benefits to those least likely to apply without regard to race, color, national origin, sex, gender identity, sexual orientation, religion, age, familial status, or disability, as required by 24 CFR Part 578.93(c).
  - b) The agency informs the jurisdiction responsible for their Consolidated Plan if they encounter a condition or action that impedes fair housing choice for current or prospective program participants.

- c) Program participants are provided information on rights and remedies available under applicable federal, state, and local fair housing and civil rights laws.

## **G) CLIENT RIGHTS AND PROTECTIONS**

- 1) The agency has a written document outlining clients' rights, including rights to file a grievance or appeal an agency decision, posted in a visible and accessible location, read and otherwise made known to clients upon admission, with accommodation for literacy and language barriers. All clients are offered a copy of the clients' rights and grievance documents upon intake, including instructions for grievances and appeals, and that identifies the agency clients' rights officer.
- 2) The agency has a non-conflicted client rights officer available to clients for advice and assistance or has a formal arrangement with a third party to support clients who file a grievance or otherwise are seeking advice and assistance related to their rights
- 3) At minimum, all program clients have the following rights:
  - a) Clients have the right to be treated with dignity and respect;
  - b) Clients have the right to physical privacy;
  - c) Clients have the right to be treated with cultural sensitivity;
  - d) Clients have the right to self-determination in identifying and setting goals without preconditions on housing assistance;
  - e) Clients are clearly informed, in understandable language, about the purpose of the services being delivered, including clients who are not literate and/or are limited-English proficient;
  - f) Clients have the right to confidentiality and information about when confidential information will be disclosed, to whom and for what purpose, as well as the right to deny disclosure;
  - g) Clients have the right to reasonable access to records concerning their involvement in the program;
  - h) Clients have the right to have an advocate present during appeals and grievance processes;
  - i) Clients have the right to choose their own housing, within reasonable limits, and to reject substandard housing.
- 4) Program services are not denied because a client is unable to pay for the service unless the program is authorized to charge program fees by local funders and the CoC/SSF.
- 5) The agency has a grievance policy and procedure for addressing alleged violations of clients' rights.
- 6) The agency appeals policy and procedures specifically address program service denial and program involuntary exits.
- 7) The agency follows appropriate due process when handling grievances and appeals and when deciding to restrict clients from services. The program observes the following elements of due process:
  - a) An appeal/hearing before someone other than and not subordinate to the original decision maker, in which the client is given the opportunity to present written or oral objections to the decision;
  - b) Opportunity for the client to see and obtain evidence relied upon to make the decision and any other documents in the client's file prior to the hearing, including a written notice to the client containing a clear statement of the reasons for the decision;
  - c) Opportunity for the client to bring a representative of their choice to the hearing;
  - d) A prompt written final decision.
- 8) Programs do not deny admission for reasons unrelated to program eligibility criteria.
- 9) Agency programs participating in CAS adhere to CAS procedures for client grievances, including advising clients of their rights to access system-level grievance processes when a client is not in agreement with agency level grievance outcomes.
- 10) Service restrictions and appeals are reviewed at least annually by administrators or through a quality assurance process. The governing board (or its agent) evaluates all grievances to identify patterns and make corrections. When a service

restriction is in effect, the client is informed of the reason, conditions for lifting the restriction, and right to appeal, including who to contact regarding an appeal and information about the appeal process.

- 11) Children and youth have access to public education and receive assistance exercising their rights as protected by the McKinney-Vento Homeless Assistance Act of 1987, as amended, Title VII, Subtitle B; 42 U.S.C. 11431. Heads of households are advised of their rights as they relate to the public education system, connected with school liaisons as appropriate, and offered a list of resources for school-age children.
- 12) The agency has a written policy, procedure and process for reporting child and elder abuse.

## **H) PROFESSIONAL DEVELOPMENT AND TRAINING**

- 1) The agency has a staff training plan that identifies core staff competencies relative to each program type and target population(s) served and related agency/program training requirements for each program staff position.
- 2) Staff attend applicable system trainings and capacity building activities as communicated by SSF/CoC.
- 3) All staff directly providing or overseeing assistance for people at-risk of or experiencing homelessness have the minimum skills and competencies necessary to meet these standards and other federal, state or local regulations. At minimum, direct service and supervisory staff are trained annually, or as indicated, and are provided regular training opportunities to promote competency in the following areas generally (unless not relevant) and specific to their role and program type:
  - a) Sacramento Homeless Response System 101
  - b) CAS screening, assessment, referral protocols (as applicable, per CAS training requirements)
  - c) HMIS end user training (as applicable, per HMIS training requirements)
  - d) Emergency evacuation procedures (facility-based programs only)
  - e) Agency and program policies and procedures
  - f) Cultural competency, inclusive of race, ethnicity, gender identity, sexual orientation, national origin, religion, and other relevant population characteristics
  - g) Subpopulation disparities and equity, including implicit bias
  - h) Housing First principles and practices
  - i) Ethical practices
  - j) Trauma-informed care
  - k) Harm reduction
  - l) Motivational interviewing
  - m) First Aid and CPR
  - n) Mental Health First Aid
  - o) Non-violent crisis intervention and de-escalation techniques
  - p) Overdose detection and response
  - q) Domestic and intimate partner violence
  - r) Child and elder/dependent adult abuse and mandatory reporting
  - s) Other applicable federal/state/local mandatory reporting requirements (e.g., Duty to Warn)
  - t) Disease prevention and universal precautions
  - u) Self-care and professional boundaries
- 4) Additional training requirements specific to each program type are included in the next section of this document.

- 5) Sacramento CoC/SSF, City of Sacramento, Sacramento County may establish and require participation in specific training for funded entities. Participation in training may be required before beginning certain programs or roles and may be required at times that practices or policies change or as refreshers over time.
- 6) Agencies maintain a log or other similar record of training each staff member has successfully completed. This is maintained in the personnel file or through a separate tracking system.

## **I) PROGRAM ACCESS, SERVICES, AND OPERATIONS**

- 1) Coordinated Access System (CAS)
  - a) Access to programs is provided in accordance with federal, state and local funding requirements, as applicable, and the CoC's Coordinated Access System policies and procedures, which may include program and/or sub-population specific coordinated access and program enrollment protocols as authorized by program funders. CAS policies and procedures adhere to the federal requirements in [HUD Notice CPD-17-01](#) Notice Establishing Additional Requirements for a Continuum of Care Centralized or Coordinated Assessment System.
  - b) Agency and program staff are trained in and adhere to all CAS policies and procedures.
  - c) Programs use applicable screening, prioritization, and triage tools with clients that are consistent with CAS policies and procedures and related training requirements.
- 2) Client screening, assessment, and intake processes include culturally and linguistically competent questions for all persons that are trauma-informed, necessary, and support efforts to quickly prevent or end homelessness, stabilize in housing, and obtain other assistance clients want and need.
- 3) Programs have written, up-to-date policies and procedures that include all program policies and procedures for services and operations. At minimum, the agency has policies and procedures related to those below that are consistent with Sacramento Community Standards:
  - a) Program eligibility
  - b) Program access, intake, and assessment
  - c) Program services and supports
  - d) Program facilities
  - e) Program exit/transition
  - f) Client rights, grievances, and appeals
  - g) Conflict of interest
  - h) Religious participation
  - i) Non-discrimination and equal opportunity
  - j) Drug-free workplace
  - k) Weapons and firearms
  - l) Disaster recovery and crisis communication
  - m) Communicable disease detection, control, and reporting
  - n) Staff professional development and training
  - o) Program evaluation and quality improvement
  - p) Indirect Cost Allocation Plan, if applicable
  - q) Finance/Accounting manual, including, but not limited to:
    - i) Financial controls and oversight
    - ii) Equipment purchases

- iii) Procurement and record-keeping
  - iv) Program fees, if applicable
  - r) Housing First, harm reduction, trauma-informed care, and related evidence-based engagement and service practices
  - s) Cultural competency
  - t) HMIS collection, consent, privacy/confidentiality, security, data sharing, and data quality
  - u) Holding funds or possessions on behalf of clients
  - v) Housing of minority clients in areas of non-minority concentration (TH, RRH, PSH)
  - w) Access to education (programs serving children)
  - x) Child and elder abuse and mandatory reporting
  - y) Income determination (for income-based assistance)
  - z) Tenant relocation plan (PSH, TH)
  - aa) Emergency Transfer Plan (as required by VAWA for PSH, TH, RRH, HP)
  - bb) Fire safety (single-site PSH, TH, shelters, and all on-site service locations)
  - cc) Disaster recovery and crisis communications plan
  - dd) Client financial assistance application processing and approval
  - ee) Privacy/disclosure of protected personal information (PPI), including client requests for and disposal of PPI
  - ff) Reasonable accommodations and ADA compliance
- 4) Programs have a protocol for accessing translation services for persons with limited English proficiency.
  - 5) Programs offer a timely, responsive, professional, and trauma-informed line of communication upon initial contact with clients to support an atmosphere of trust, safety, dignity, and self-determination.
  - 6) Programs adhere to and use a Housing First model, working to efficaciously prevent literal homelessness or place people experiencing homelessness in housing without preconditions on housing assistance and with the supports people want and need to remain safe and stably housed. Quick resolution of housing crises is the central priority of all programs. This includes programs with more focused programming for sub-populations, such as people desiring a sober living environment while seeking safe and stable long-term housing. Such programs work in concert with other system programs to ensure low-barrier access to temporary and permanent housing, regardless of successful participation in or completion of program services, and in accord with established best practices.<sup>1</sup>
  - 7) Consistent with programs receiving federal funding, programs may not require any program participant to participate in supportive services (or be compliant with medications they are prescribed) that are related to a participant's disability, except where required by funding or otherwise authorized by the CoC and program funders. Examples of disability-related services include, but are not limited to, mental health services, outpatient health services, and provision of medication (as provided to a person with a disability to address a condition caused by that disability). However, if the purpose of the program is to provide substance abuse treatment services, the program may require participants to take part in substance abuse treatment services as a condition of continued participation in the program. If the purpose of the program is not targeted to people with substance abuse histories, then the program may not require participation in substance abuse treatment services.

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<sup>1</sup> See: *Recovery Housing Policy Brief*, U.S. Department of Housing & Urban Development.  
<https://files.hudexchange.info/resources/documents/Recovery-Housing-Policy-Brief.pdf>

- a) Other non-disability related services (e.g., parenting classes, employment readiness services) are generally not required, unless authorized by the CoC and program funders, such as in situations involving imminent health or safety risks, including imminent loss of housing or shelter.
- 8) Homeless status or at-risk of homelessness status is documented at program enrollment as required by HUD and approved and standardized by SSF/CoC (See Appendix A).
- a) Documentation is maintained in accordance with HUD recordkeeping requirements. Duration or Episodes of Homelessness are certified and documented in accordance with HUD's December 2015 [Final Rule on Defining Chronically Homeless](#).
- 9) Programs have written client eligibility criteria consistent with CoC and funder requirements appropriate for the target population and consistent CAS policies and procedures. The admissions policy, including re-entry policies and procedures, is posted. The program does not deny admission unless there are specific documented restrictions applicable to the Program due to financing, health and safety, and/or programmatic issues.
- 10) Programs have an adequate number of program staff in relation to the number of clients served. The required client/staff ratio is set by agreement with one or more local funders and/or the CoC/SSF, including on-site and on-call staff, and is documented in a weekly staff schedule. The agency has a staff coverage plan for weekend and seasonal changes and plans for staff back-up and on-call coverage, as described in funding agreement(s).
- 11) Programs with on-site service facilities, shelters, and housing programs have requisite staffing and readiness to assist people experiencing a medical or behavioral health emergency at those locations, including but not limited to:
- a) At least one staff person on duty at all times with verifiable training in emergency first aid, CPR, and emergency evacuation procedures.
  - b) An [OSHA-compliant First Aid Kit](#) accessible to staff and residents and stocked with sufficient supplies to handle multiple incidents.
  - c) NARCAN and fentanyl test strips available and with staff trained to use both.
- 12) Programs have an up-to-date fire and disaster safety plan that staff receive training on and adhere to.
- a) In congregate shelters or single structures, there are records of an annual fire inspection, a posted evacuation plan in symbols that all residents can understand, a fire detection system, regular fire drills, and adequate fire extinguishers.
  - b) In non-congregate units, there are smoke detectors on each occupied level of each unit and posted evacuation plans.
- 13) Site-based programs have staff who monitor the facility entrance and ensure secure and safe entry and egress to the building by program clients, staff, and authorized visitors.
- 14) If the program holds funds or possessions on behalf of clients:
- a) There is a written policy and procedure describes how and when the funds or possessions are promptly returned upon the client's request and how such requests and dispositions are documented and monitored by program management.
  - b) The program has a written recordkeeping system for tracking receipt and return of funds or possessions held on behalf of clients.
  - c) There is a record of accountability for any money management/payee programs for clients' funds or possessions turned over to the program for safekeeping.
  - d) Clients are advised verbally and in writing how to obtain their possessions and funds, including after program exit. There is an easily understood and accessible process for getting funds/possessions back from program staff.
  - e) When exiting, clients have a reasonable amount of time and are supported by program staff in obtaining and moving possessions.
- 15) The agency distributes unbiased legal rights brochures to clients that cover topics such as landlord-tenant law, consumer protection, and other relevant topics.



- 16) Programs screen every client for immediate critical needs at intake and make referral to appropriate supportive service and mainstream benefit assistance providers relevant to addressing client housing barriers and/or critical service needs. Program staff help clients determine if they may be eligible for benefits and services and provide assistance to obtain necessary documentation and complete benefit applications. Clients are connected to SOAR-certified workers to navigate Social Security application processes.
- 17) Programs refer clients to other services as needed and desired, including but not limited to: legal services; mediation services; employment search and retention assistance; education and workforce training opportunities and supports; behavioral and physical health care services and treatment programs; transportation services; material assistance programs; adult/children's protective services; and basic financial planning.
- 18) The agency makes referrals to places that provide targeted services to represented sub-populations including, but not limited to: Youth (24 and under), LGBTQIA+, New Americans, Pregnant Women, Persons of Color, Survivors of Human Trafficking, Former Foster Youth (under age 22), Veterans, and Restored Citizens.
- 19) As applicable, programs comply with the requirements of the Violence Against Women Act (VAWA).
  - a) The agency has a written emergency transfer plan. The plan identifies program participants who are tenants and who are eligible for emergency transfer, documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to tenants on safety and security.
  - b) Program participants are provided the VAWA Notice and Transfer Request Form upon program admission or denial and at eviction or termination. Client files contain notification of VAWA forms at exit.
  - c) Survivors of domestic violence, dating violence, sexual assault, or stalking can request an emergency transfer from the current unit to a new unit.
  - d) Emergency transfer requests are managed in accordance with VAWA and CAS policies and procedures.
  - e) VAWA protections are included in all leases and housing assistance contracts between agencies and housing owners/landlords, and in all leases or rental assistance contracts with tenants. Except for tenant-based rental assistance, this must include the right to break the lease without penalty if the tenant qualifies for an emergency transfer.
- 20) As applicable, programs comply with all lead-based paint requirements, including those specifically pertaining to federal Emergency Solutions Grants (ESG) Program- and CoC Program-funded prevention, shelter, transitional housing, and permanent housing activities. Lead-based paint requirements apply to all units built before 1978 that are OR CAN BE occupied by families with children less than 6 years of age or pregnant women. Even if a unit is not currently occupied by a family but is large enough or configured such that a child under the age of 6 or a pregnant woman can be living or spending time, then the unit needs to meet lead-based paint requirements. For all practical purposes, the requirements apply to any unit built prior to 1978.
- 21) Programs provide reasonable access to a public or private telephone for use by clients and phones are readily accessible for 911 / emergency calls.
- 22) Facilities are clean and in good working order, and each client has access to sanitary facilities that are in proper operating condition, private, and adequate for personal cleanliness and disposal of human waste.
  - a) Programs maintain adequate restrooms, showers (as applicable based on Program type), and hygiene supplies to meet the needs of clients, staff and visitors and that are consistent with local building codes, the American with Disabilities Act, and other applicable local, state, and federal requirements, including but not limited to:
    - i) An adequate number showers and toilets for clients served by and/or housed in the facility.
    - ii) Restrooms and showers accessible to and that affirm clients based on their identified gender. Where possible, restrooms include a single stall option and are labeled as all-gender with a simple sign. Where and when accommodations need to be made for individual clients, they are client- and trauma-informed.
    - iii) Warm and cold running water and drinking water free from contamination.
  - b) Programs with facilities providing services to children ensure:
    - i) There are childproof electrical outlets;
    - ii) Precautions are taken to prevent children from falling out windows;

- iii) Precautions are taken to ensure children are not able to lock themselves in any rooms;
  - iv) Precautions are taken to protect children from burns;
  - v) Precautions are taken to protect children from injury from fans;
  - vi) The facility restricts access to areas or equipment that could be harmful to children; and
  - vii) There is an area for children to nap without disturbance.
- 23) The agency and any housing units comply with all applicable building, housing, zoning, environmental, fire, health, safety, and life safety codes, Americans with Disabilities Act policies, Section 504 of the Rehabilitation Act, and fair housing laws.
    - a) Site-based programs with clients have Building and Occupancy Permits posted consistent with applicable local codes and ordinances.
  - 24) The agency has written policies and procedures for, trains staff on, and adheres to Universal Precautions Procedures as required by Occupational Safety and Health Administration (OSHA), is in compliance with applicable Public Health standards, and address the identification, treatment, control, and reporting of communicable diseases.
    - a) The agency consults with local public health departments or other appropriate entities on sanitation, communicable diseases, hazardous material storage and use, and food handling.
    - b) Cleaning supplies and other toxic chemicals are kept in areas not accessible to clients without staff assistance. The facility has spill kits or other appropriate protocol for handling toxic substances, such as drain opener, oven cleaner, or bleach.
    - c) The agency reports communicable diseases to local public health officials and SSF/CoC (via a major/unusual incident report) when detected no later than the end of the next business day.
  - 25) As applicable, programs have food preparation areas that contain suitable space and equipment to store, prepare, and serve food in a safe and sanitary manner and meet local code.
  - 26) Programs ensure exits, steps, and walkways are clear of debris, ice, snow, and other hazards. There is a process in place to maintain clear walkways. Steps have treads or similar accommodation to prevent slipping. All walkways are kept in safe condition regardless of the season. The facility has a plan for ensuring that debris is regularly removed from walkways.
  - 27) Staff have keys to all locks in the facility. In independent units, clients are responsible for locking their unit, but staff maintains the ability to access units when needed and consistent with landlord-tenant law where applicable.
  - 28) The agency has done radon testing and made any necessary remediation in buildings where clients have access to a basement.

## **J) RECORDKEEPING**

- 1) Programs collect and record data in HMIS according to HMIS standards.
  - a) Programs have confidentiality policies that at minimum are consistent with HMIS privacy and security requirements, make certain that files are kept in a secure or locked location, and ensure that verbal communication of confidential information is done in such a way that avoids unintended disclosure.
- 2) Programs maintain participant eligibility documentation specific to each applicable homeless and/or at-risk category served.
- 3) Programs maintain records to document services provided to each program participant with client files that include at minimum:
  - a) Standard program documentation, such as participant emergency contact information, participant consent forms for information collection and sharing, program intake/assessment, individualized housing/service plan, case notes, program exit/termination forms, appeals and grievance forms and responses.
  - b) Information about services provided including up-to-date case notes that record client and service provider contacts and client progress toward obtaining and, where applicable, maintaining permanent housing.

- i) Case notes that are concise, factual, relevant, and legible. Case notes include details of client progress including housing stabilization once clients move into housing.
- 4) Programs maintain records to document shelter and housing eligibility and compliance with applicable local, state, and federal requirements (e.g., habitability inspection forms, FMR and rent reasonableness documentation), as applicable.
- 5) Records containing client information are kept in a secure location and locked (or capable of being locked) to maintain confidentiality.

## ADDITIONAL STANDARDS BY PROGRAM TYPE

### 3) HOMELESSNESS PREVENTION AND DIVERSION

#### A) PURPOSE OF HOMELESSNESS PREVENTION AND DIVERSION

- 1) **Homelessness prevention:** Homelessness prevention programs assist people who are imminently at-risk of literal homelessness with housing problem solving, temporary financial assistance, information and referral to other resources, and time-limited housing stabilization assistance.
- 2) **Diversion** is the most targeted form of homelessness prevention and involves strategies and practices seeking to assist people to resolve their immediate housing crisis by accessing a safe and appropriate housing alternative versus entering emergency shelter or otherwise staying in a place not meant for human habitation that night. This typically occurs at the point people request emergency services, such as access points, entry into emergency shelter, or could take place in a day center or through outreach before a person spends a night unsheltered. A household is “diverted” if they face imminent literal homelessness (e.g., tonight) and are instead supported and able to identify a safe and appropriate alternative to literal homelessness.

#### B) KEY PERFORMANCE INDICATORS

- 1) Key performance indicators for **homelessness prevention** include, but are not limited to:
  - Active caseload rate (%)
  - Average length of participation
  - Successful outcomes (#, %)
  - Successful housing outcomes (#, %)
  - Subsequent homelessness (%)
  - Cost per household
- 2) Key performance indicators for **diversion** include, but are not limited to:
  - Successful diversion outcomes (#, %)
  - Average wait-time
  - Subsequent homelessness (%)
  - Cost per household

#### C) STAFFING REQUIREMENTS

- 1) Staff providing or supervising program services (“direct service staff”) complete training as indicated in Section 2: General Standards and the following trainings on an annual basis:
  - a) Housing problem solving and other complementary crisis intervention approaches.
  - b) Housing-focused case management approaches and standard practices.
  - c) Community prevention and housing stabilization resources and referral protocols.
  - d) Outreach, shelter, and other crisis response services and referral protocols.
  - e) Fair housing, landlord/tenant law, rights and responsibilities.
  - f) Home visitation safety and ethics.
  - g) Program financial and rental assistance requirements and uses, including but not limited to initial and ongoing eligibility criteria, program requirements, and assistance maximums.
- 2) Program has routine ways to keep staff regularly updated on new strategies, policies, and housing assistance options in the community, including related housing assistance eligibility criteria, referral and application processes.

- 3) Program direct service staff provide screening, intake/assessment, housing problem solving, access to financial assistance, including connection to community and mainstream resources, and time-limited housing-focused case management and stabilization assistance.
- 4) In general, each full-time equivalent program direct service staff maintains a small active caseload (e.g., 20 households) to ensure individualized service delivery.
- 5) The program designates staff or partners with a third-party provider whose responsibility is to identify and recruit landlords and encourage them to rent to homeless households served by the program.
  - a) Staff working with landlords have the knowledge, skills, and agency resources to understand landlords' perspectives, understand landlord and tenant rights and responsibilities, and negotiate landlord supports.
  - b) A program may have dedicated staff for whom this is the primary responsibility. If a program does not have a dedicated staff person(s) or does not partner with a third-party provider, then case managers fulfill this function, with responsibilities including landlord recruitment and negotiation.

## D) PROGRAM ACCESS

- 1) Programs are accessed via referral from the Sacramento Coordinated Access System (CAS), including 2-1-1 and affiliated CAS access points, and/or other referral pathways approved by program funders. Referral partners use standard screening criteria and triage tools when provided by CAS to identify and refer potentially eligible households.
  - a) Referrals to homelessness prevention programs are responded to within 2 business days.
  - b) Referrals to diversion programs are responded to same-day and per diversion performance standards for call wait times.
- 2) Programs use standardized, brief screening questions when provided by CAS to determine household needs and eligibility.

## E) ELIGIBILITY AND PRIORITIZATION

- 1) For ESG-funded homelessness prevention programs, assistance may be provided to households who meet the criteria under the federal At Risk of Homelessness definition<sup>1</sup>, or who meet the criteria in paragraph (2), (3), or (4) of the federal homeless definition and have an annual income below 30% of Area Median Income (AMI). Eligibility documentation requirements vary depending on which criteria are met. For Homeless Category 2, the household will lose their housing within 14 days while for At Risk Category 1C, the household has been notified in writing that their right to occupy housing will be terminated within 21 days.
- 2) Homelessness prevention programs that are funded through other local, state, private, or other federally funded sources may use the above standards for ESG Programs or may establish their own standards regarding participant eligibility in alignment with funding source requirements.
  - a) Programs that establish their own standards ensure that they are targeting homelessness prevention resources to individuals and households most in need of assistance. It is recommended that all homelessness prevention programs serve households with an annual income that is no greater than 60% of AMI and who lack other viable housing options and resources to ensure homelessness prevention resources are prioritized for those households at greatest risk of experiencing homelessness without assistance.
- 3) Prioritization for homelessness prevention assistance is provided for households who meet prioritization criteria as determined for CAS.
- 4) Households are eligible for diversion assistance based self-reported initial circumstances indicating imminent literal homelessness as determined for CAS.
- 5) Prioritization for more intensive or extended diversion assistance is provided for households who meet prioritization criteria as determined for CAS.

## F) HOMELESSNESS PREVENTION AND DIVERSION ASSISTANCE

- 1) **Assessment:** A collaborative, housing-focused assessment is conducted to determine each household's situation including current household safety, housing conditions, options and resources via a housing problem-solving

conversation and screening/assessment/intake within 72 hours of program enrollment. Other assessments completed prior to housing are limited and focus on those things necessary to support the immediate or otherwise critical health and safety needs of participant household members while resolving the housing crisis as quickly as possible.

- 2) **Housing problem solving (HPS):** HPS is used as the primary form of assistance to stabilize existing housing or secure new temporary or permanent housing through non-financial means such as conflict resolution, landlord/tenant mediation, information and referral, and use of the household's natural supports. Housing problem solving and other resources are used prior to offering additional support services and/or financial assistance.
- 3) **Homelessness prevention only:**
  - a) **Housing-focused case management:** Participants are offered, but not required to participate in services that they need to attain and stabilize in permanent housing.
    - i) While all participants are expected to be actively working toward obtaining permanent housing or other appropriate next step placement (e.g., treatment) as a program eligibility condition, when a participant is not progressing toward resolving their housing crisis and declines or does not engage in re-housing assistance, including housing-focused case management, program staff use evidence-based assertive engagement, motivational techniques, and other strategies to build rapport, trust, and an understanding of how best to support the participant to resolve their housing crisis.
    - ii) Housing-focused case management is provided by program staff consistent with CAS policies and procedures for prevention assistance. Assistance is provided on a regular basis and the program routinely documents the content and outcome of case management meetings.
      - (1) Services are available during normal business hours. After-hours requests are directed to other available assistance, including 211/CAS, as needed. Evening and weekend hours are strongly encouraged.
      - (2) Staff provide services over the phone or in-person at authorized service locations.
    - iii) **Core housing-focused case management services include:**
      - (1) Development of an individualized housing plan based on the housing-focused assessment that accounts for client preferences and abilities and addresses housing barriers related to income, credit, rental history, criminal history, and other conditions or circumstances presenting a barrier to housing, along with other immediate service needs and supports.
        - (a) The plan identifies the support and services the program and program service partners will provide to help individuals find and keep permanent housing and address other critical and immediate service needs.
        - (b) The plan accounts for participant preferences/choices and includes only goals created with and agreed to by the participant.
        - (c) Though income is not a requirement at the beginning of a program, case managers help participants review their budgets, including income and spending, to make decisions about reducing expenses and increasing income. Options include benefit enrollment and increasing employment and earnings over time.
      - (2) Assistance with meeting basic needs upon move-in to new housing, such as securing basic furnishings for an apartment, including mattresses and basic kitchen items such as a pot for cooking and utensils.
      - (3) Assistance with basic tenancy skills and learning opportunities that can include instruction or guidance on basic landlord-tenant rights and responsibilities, requirements, and prohibitions of a lease, and meeting minimum expectations for care of the housing unit, such as not causing damage.
        - (a) As needed, program staff work directly with the participant and landlord to resolve tenancy issues (e.g., failure to pay rent, unit damage, disturbing quiet enjoyment of others) when they occur to maintain the participant's tenancy.
        - (b) The program works quickly to identify a corrective course of action, and, without breaking a participant's confidentiality, keeps the landlord and participant informed about the program's action to mitigate the situation.



- (4) Screening and assistance to access other community and mainstream housing assistance, public benefits, services, and resources for which they qualify.
- (5) Additional housing stabilization assistance as needed and desired, such as access to legal services for tenants facing eviction, landlord mediation services, housing relocation support, and referrals to code enforcement, public health or other agencies when housing conditions may be unhealthy or potentially unsafe.
  - (a) The program has resources and/or is able to connect participants to other community resources that help participants resolve or navigate tenant problems (e.g., rental and utility arrears, unit upkeep).
- iv) The program has clearly defined relationships (e.g., via a written Memorandum of Understanding (MOU)) with healthcare, employment, income, and other mainstream and community programs and resources that it can connect program participants to when appropriate and desired.
- v) Except where dictated by a funder, program participants typically direct when, where, and how often case management meetings occur. Meetings occur in a participant's home and/or in a location of the participant's choosing whenever possible and with consideration for staff safety and the appropriateness of the location.
  - (1) Staff respect a program participant's home and maintain ethical boundaries at all times, including scheduling appointments ahead of time, only entering when invited in, and respecting the program participant's personal property and wishes while in their home.
- b) **Housing navigation and landlord engagement:** The program or the program's housing navigation/landlord engagement partner offers individualized housing navigation for participants needing to secure safe, stable housing.
  - i) The program has detailed policy and procedures regarding the type of assistance provided to help households find and secure housing when relocation from current housing is needed.
    - (1) Staff explain and distribute this policy to households at entry to the program.
    - (2) Some households may decline assistance in finding housing, but the program checks their progress and offers advice and/or direct assistance if they encounter obstacles they cannot resolve independently.
  - ii) **Core housing navigation services include:**
    - (1) Housing location and counseling services to identify the most appropriate housing placement, including connection with private and public owners and rental agencies willing to provide permanent housing to participants.
      - (a) Program participants may conduct their own search and choose housing they identify independently.
      - (b) Program participants are assisted in making an informed housing choice with the goal that the participant will be able to maintain housing after program exit, even when the household may experience high housing cost burden.
    - (c) Program participants are offered multiple housing choices that meet their preferences, needs, financial means pay for housing, and match the tenant selection criteria for the housing.
      - (i) Program participants are offered information, referral, and application support to apply for any and all forms of subsidized and affordable housing the participant may potentially qualify for and according to participant preferences and needs.
      - (ii) The program honors participant choice in housing selection and uses housing and budgeting plans with participants to help examine housing options, costs, and strategies for maintaining housing post-program exit.
        - 1. For extremely low-income households, there is due diligence on the program's part to help participants secure income (through employment, public benefits, and/or on-going rental assistance) to support housing and other costs by program exit.
        - 2. Program participants are assisted in exploring and facilitating *shared housing* opportunities in community-based housing or through master-leasing.

- (2) Assistance with obtaining needed documentation, completing housing applications, appealing application rejections, and negotiating rental agreements.
- (3) Assistance with the move-in process, including identifying resources for basic furnishings, accessibility modifications, or other expenses.
- (4) Support in understanding basic landlord-tenant rights and responsibilities and lease requirements.
- iii) The program has written policies and procedures for landlord recruitment activities, including screening out potential landlord partners who have a history of poor compliance with their legal responsibilities and fair housing practices.
- iv) **Core landlord engagement services include:**
  - (1) Continual engagement, recruitment and retention of landlord partners and methods of tracking landlord partners and unit vacancies, unit locations, characteristics, and costs.
  - (2) A standard, basic level of support offered to all landlords who lease to program participants.
    - (a) This support is detailed in a written policy or other descriptive material distributed to landlords. Programs can negotiate additional supports, as needed, on a case-by-case basis.
  - (3) Timely response (e.g., within one business day) by program staff or a service partner to address landlord calls about serious tenancy problems and to offer support to resolve conflicts around lease requirements, complaints by other tenants, and timely rent payments.
  - (4) In the case of households at risk of eviction, proactive attempts to secure commitment from landlords not to pursue eviction/canceling of the lease after payment. Whenever possible, programs negotiate move-out terms and assist the person/household to quickly locate and move into another unit without an eviction in coordination with landlord partners.
- c) **Financial and rent assistance:** The program or the program's financial and rent assistance partner provides financial assistance for housing costs, which may include security deposits, utility deposits, short- and medium-term rental assistance payments, rent arrears, utility arrears, and rental application fees, subject to funding limitations, requirements, and availability.
  - i) The program has established maximum amounts and maximum number of times a participant may be assisted within a given period (such as applications per year) in accordance with the standards below, funding requirements and limitations, and evidence-based, progressive assistance practices.
    - (1) When providing temporary financial assistance, the program takes into consideration whether the participant's housing situation is likely to be sustainable after support is received. Concern that the situation may not be sustainable in the long term is not a basis for refusing assistance but may be used to recommend or require creation of a housing stability plan with goals for income increases, cost decreases, and/or location of alternative housing.
    - (2) The program has clearly defined policies and procedures for determining the amount of financial assistance provided to a participant, as well as defined and objective standards for when case management and financial assistance should continue and end.
      - (a) Guidelines are flexible enough to respond to the varied and changing needs of program participants, including when participants enter the program or subsequently have zero income. An individualized, flexible ("progressive") approach is used whenever possible to determine the amount and duration of rent and financial assistance. Assistance is not a standard "package" and is flexible enough to adjust to households' unique needs and resources, especially as participants' financial circumstances or housing costs change.
      - (b) Policies detailing this progressive approach include clear and fair decision guidelines and processes for reassessment for the continuation and amount of financial assistance.
      - (c) Policies and procedures also detail when and how assistance is used as a bridge to a permanent subsidy (e.g., Housing Choice Voucher).

- (3) The program has the capacity to pay reasonable back rent and utility arrears that directly prevent a participant from being able to sign a lease.
- (4) If participants are expected to pay an amount toward their housing, the program has written policy and procedures for determining that amount, and it is an amount that is reasonable in relation to participant income.
- (5) Each program participant receiving rental assistance has a legally binding, written lease for the rental unit, unless the assistance is solely for rental arrears. The lease is between the owner and the program participant, unless otherwise allowed by program funders (e.g., master lease arrangements).
- (6) Participants receiving more than one-month rental assistance are required to meet with their case manager at least once per month.
- (7) Financial and rental assistance are offered progressively and as needed. Reassessment and adjustment of rental assistance occurs at least every three months.
- (8) The program issues checks quickly and on time and has the capacity to track payments to landlords and other vendors.
- (9) Rental assistance is only provided if the total rent for the unit does not exceed the fair market rent (FMR) established by HUD and complies with HUD's standard of rent reasonableness, unless a waiver is in effect allowing for rents to exceed FMR.
- ii) Eligible participants may receive up to 24 months of rental assistance during any 3-year period.
- iii) Rental assistance agreements are required and used when providing rental assistance payments to a landlord.
  - (1) The rental assistance agreement must provide that, during the term of the agreement, the owner must give the rehousing agency a copy of any notice to the program participant to vacate the housing unit or any complaint used under state or local law to commence an eviction action against the program participant. In such instances, program will respond to assist participants to avoid eviction and concurrently communicate with the landlord to address concerns.
  - (2) The rental assistance agreement with the landlord must terminate and no further rental assistance payments under that agreement may be made if:
    - (a) The program participant moves out of the housing unit for which the program participant has a lease;
    - (b) The lease terminates and is not renewed; or
    - (c) The program participant becomes ineligible to receive rental assistance.
  - (3) Each program participant receiving rental assistance must have a legally binding, written lease for the rental unit, unless the assistance is solely for rental arrears. The lease must be between the owner and the program participant.
- d) Program participant eligibility and the types and amounts of assistance the program participant needs are re-evaluated and documented in the participant case file at least once every three months.
  - i) Case review and conferencing is used to guide progressive assistance (i.e., ongoing adjustment to type, amount, duration of assistance based on needs relative to obtaining and maintaining housing and achieving housing stability).
- e) For federal ESG Program-funded assistance only: When services are provided under the Homelessness Prevention component to help a program participant remain in or move into permanent housing, the ESG minimum habitability standards for housing units (including lead-based paint) apply to either the current unit (if the program participant is staying in place) or to a new unit (if the program participant is moving).
- f) For ESG-Funded rental assistance or Housing Relocation and Stabilization Services and for other non-federally funded assistance when indicated by a local funder:
  - i) Program participant eligibility and the types and amounts of assistance the program participant needs must be re-evaluated and documented in the participant case file not less than once every three months.
  - ii) Eligible participants may receive up to 24 months of rental assistance during any 3-year period.

- iii) Participants must have a written lease to receive rental assistance.
- iv) Participants receiving more than one-month rental assistance are required to meet with their case manager at least once per month.
- v) Participants are required to contribute 30% of their monthly adjusted income towards rent at minimum and seek to take on full rent as quickly as possible.
- vi) Rental assistance is only provided if the total rent for the unit does not exceed the fair market rent (FMR) established by HUD and complies with HUD's standard of rent reasonableness, unless a waiver is in effect allowing for rents to exceed FMR.
- vii) The program complies with all other applicable ESG Program and/or CoC Program requirements for financial and rental assistance.

## **G) PROGRAM EXIT**

- 1) Standard indicators of housing stability and crisis resolution are used to guide case closure decisions and account for participant preferences, lease-compliance, ability to pay housing costs, other conditions or issues that may affect housing stability in the near-term, and the related need for further assistance.
- 2) Program supervisors review and approve all decisions for case closure and program exit.
- 3) When closing a case, information is provided to participants about how they can access assistance from the program again if needed and what kind of follow-up assistance may be available.
  - a) In instances when a participant is at imminent risk of returning to homelessness, the program has the capacity to either directly intervene or provide referral to another prevention resource.
- 4) When closing a case, information is provided to landlords about how they can contact the program again if needed and what kind of follow-up assistance may be available.
- 5) For ESG-Funded rental assistance or Housing Relocation and Stabilization Services only: When terminating assistance to a program participant, the program at a minimum, follows a process that provides:
  - a) Written notice to the program participant containing a clear statement of the reasons for termination;
  - b) A review of the decision, in which the program participant is given the opportunity to present written or oral objections before a person other than the person (or a subordinate of that person) who made or approved the termination decision; and
  - c) Prompt written notice of the final decision to the program participant.

## 4) STREET OUTREACH

### A) PURPOSE OF STREET OUTREACH

- 1) **Street outreach** programs offer mobile services to engage and assist unsheltered individuals and families experiencing homelessness within the CoC's geographic area, including those least likely to request assistance. Services typically include engagement, connection to emergency shelter, housing, critical/crisis services, basic needs support, and urgent, non-facility-based care. The standards in this section pertain to Street Outreach programs that are housing-focused versus programs that exclusively focus on healthcare, material or food assistance needs, or other non-housing related needs.

### B) KEY PERFORMANCE INDICATORS

- 1) Key performance indicators for **street outreach** include, but are not limited to:
  - Active caseload rate (%)
  - Average length of participation
  - Successful outcomes (#, %)
  - Successful housing outcomes (#, %)
  - Returns to homelessness (%)
  - Cost per household

### C) STAFFING REQUIREMENTS

- 1) Street outreach workers complete training as indicated in Section 2: General Standards and the following trainings on an annual basis:
  - a) Housing problem solving and other complementary crisis intervention approaches.
  - b) Community prevention and housing stabilization resources.
  - c) Shelter and other crisis response services and referral protocols.
  - d) Street outreach staff safety.
  - e) Assertive and meaningful engagement strategies.
  - f) Fair housing, landlord/tenant law, rights and responsibilities.
- 2) Street outreach workers who are housing-focused (exclusively or in conjunction with other service providers) provide screening, intake/assessment, housing problem solving, time-limited housing-focused case management and stabilization assistance, access to financial assistance, and connection to community and mainstream resources.
- 3) Each full-time equivalent street outreach worker who is housing-focused generally can serve no more than 40 active cases, though in general active caseloads may be much smaller depending on the service needs of participants, including for those needing only one-time or very short-term assistance.

### D) PROGRAM ACCESS

- 1) Street outreach staff generally work in groups of two. Four or more outreach staff generally do not approach the same unsheltered person at the same time.
- 2) Except in limited circumstances, street outreach staff exit their vehicles to engage with people who are unsheltered.
- 3) Initial engagement may occur in outdoor locations, drop-in centers, and other public locations (e.g., fast food restaurants), or locations that are both accessible and safe for staff and clients. Follow-up engagement may occur in sheltered locations as necessary.
- 4) Street outreach staff verbally identify themselves, the organization they work for, and the intention of their engagement in every encounter with an unsheltered person they have not previously engaged with during street outreach.

- 5) Participating in street outreach services is voluntary. Street outreach workers seek and record consent (which can be verbal but must be documented) to engage with unsheltered persons and their voluntary desire to engage with the street outreach workers.
- 6) In the event an unsheltered person does not wish to engage with street outreach staff, this is respected during the encounter. Street outreach workers continue to attempt engagement with people who are unsheltered and not service-connected at least every two weeks (in alignment with local Assertive Engagement principles) unless there is a system case conference decision to reduce or stop engagement attempts. In all instances, outreach staff use trauma-informed and person-centered approaches. All outreach attempts, contacts, and engagement results are recorded in HMIS and client case files.
- 7) Outreach teams check HMIS to coordinate or de-duplicate any services with other outreach teams before enrolling a new client.
- 8) For newly contacted unsheltered persons, street outreach staff ensure basic contact data and any other available Universal Data Elements are recorded in HMIS within three business days of contact. If the newly contacted unsheltered person is unable to choose whether to give consent to share their data within the HMIS their profile may be privatized according to the HMIS privacy policy and done so in accordance with current HMIS privacy training(s).

## **E) ELIGIBILITY AND PRIORITIZATION**

- 1) For ESG-funded street outreach programs: Individuals and families must meet the HUD definition of Literally Homeless (Category 1) and specifically have a primary nighttime residence that is a public or private place not meant for human habitation (unsheltered persons).
- 2) Street outreach programs that are funded through local, state, private, or other federally funded sources may use the above standards for ESG programs or may establish their own standards regarding participant eligibility in alignment with funding source requirements. Programs that establish their own standards should ensure that they are targeting Street Outreach resources to individuals and families in unsheltered situations.
- 3) Third-party documentation of literal homelessness is not required for street outreach enrollment and assistance.
- 4) Prioritization for more intensive or extended street outreach assistance is provided for households who meet prioritization criteria as established by the CoC and local funders.

## **F) STREET OUTREACH ASSISTANCE**

- 1) Each household's situation is assessed to determine current household safety, living conditions, shelter eligibility (if there is expressed interest), diversion options, and resources via a housing problem-solving conversation and screening/assessment/intake.
- 2) Housing problem solving is offered by all outreach teams and used as the primary form of assistance to engage households in identifying any safe, available housing options and to stabilize existing housing or secure new temporary or permanent housing through non-financial means such as conflict resolution, landlord/tenant mediation, information and referral, and use of the household's natural supports.
- 3) Outreach workers use system case conferencing to further problem-solve and coordinate assistance for unsheltered households as needed and consistent with system case conferencing protocols.
- 4) All assisted households are screened and connected to other community and mainstream housing assistance, public benefits, services, and resources for which they qualify and are interested.
- 5) Street outreach assistance is mobile and provided where people who are unsheltered are currently living and in locations where they are easily contacted and engaged.
- 6) Street outreach assistance is available during normal business hours. Street outreach availability after-hours and on weekends is available when requested for urgent needs and service linkage.
- 7) Street outreach teams support households who have no safe, alternative housing (temporary or permanent) to access the following assistance as quickly as possible and consistent with CAS policies and procedures:
  - a) Shelter and temporary housing assistance: emergency shelter, interim housing, and transitional housing, including hotel/motel voucher assistance.



- b) Permanent housing assistance: individualized rehousing assistance (housing search, placement, stabilization assistance, if not provided by street outreach team), permanent supportive housing, and other types of permanent housing.
  - c) Basic needs assistance, including food, clothing, supplies, and other immediate material needs for household members (including pets).
  - d) Medical and behavioral healthcare assistance.
  - e) Cash and non-cash benefits, including access to services and advocacy to obtain public benefits (e.g., SOAR).
  - f) Flexible financial assistance for needs unable to be addressed via other sources, such as application fees, storage unit costs, etc.
- 8) Street outreach teams provide transportation or offer transportation assistance to ensure immediate and ready access to needed shelter, housing assistance, and services, including support to navigate and use public transportation options and resources.
  - 9) Street outreach teams provide assistance to obtain, store and access vital documents needed for housing and services. With participant consent, Street Outreach teams upload participants' documents to their HMIS record within 3 business days of obtaining the document.
  - 10) Street outreach providers coordinate outreach assistance and attend system-level outreach coordination meetings.
    - a) Outreach teams work to coordinate with other teams that share geography to leverage expertise and de-duplicate services. Outreach teams share their schedules in each geography.

## 5) EMERGENCY SHELTER

### A) PURPOSE OF EMERGENCY SHELTER

- 1) **Emergency shelters** provide safe, temporary housing for individuals and/or families who have no alternative safe housing options while they are supported in obtaining permanent housing or access to other appropriate assistance, such as treatment. Shelters serve people who have neither a safe home nor the means to obtain other safe permanent or temporary housing. Emergency shelters may serve specific populations (e.g., families with children, single adults, transition age youth), in congregate or non-congregate facilities, and do not require occupants to sign leases or occupancy agreements. Emergency shelters seek to have low barriers to entry (without extensive requirements or rules) and, at a minimum, provide basic needs, housing-focused services, and linkage to voluntary mainstream services.

### B) KEY PERFORMANCE INDICATORS

- 1) Key performance indicators for **emergency shelters** include, but are not limited to:
  - Utilization (occupancy) (%)
  - Average length of stay
  - Successful outcomes (#, %)
  - Successful housing outcomes (#, %)
  - Negative exits (%)
  - Returns to homelessness (%)
  - Cost per household

### C) STAFFING REQUIREMENTS

- 1) Shelter direct service staff complete training within 30 days of hire as indicated in Section 2: General Standards and the following trainings on an annual basis:
  - a) Housing problem solving and other complementary crisis intervention approaches.
  - b) Community prevention and housing stabilization resources.
  - c) Proper food handling and storage if required by law. State law requires all food handlers in the state of California have California Food Handler Card. New hires have 30 days from the date of hire to obtain a card.
  - d) Equal Access, Fair Housing, and reasonable accommodation.
  - e) Emergency evacuation procedures and fire safety.
  - f) Shelter and other crisis response services and referral protocols.
- 2) The shelter has sufficient staff on duty 24 hours per day, every day, consistent with local funding requirements and applicable codes and ordinances. Non-congregate shelters may have alternative staffing plans that do not provide 24-hour staff coverage, as permitted by shelter funders.
  - a) The required client/staff ratio is set by agreement with shelter funders in consultation with the CoC/SSF, including on-site and on-call staff, and is documented in the weekly staff schedule.
  - b) There is a staff coverage plan for weekend and seasonal changes and plans for staff backup and on-call coverage.
- 3) The shelter has a supervisor/manager available on call to the program for consultation with staff about challenging participant situations and other urgent matters.
- 4) The shelter has a case consultation and conferencing policy in place that outlines situations requiring supervision, internal case conferencing, and/or system case conferencing according to system case conferencing policies and procedures.
- 5) At least one staff person on duty at all times is trained in emergency first aid and CPR.

- 6) All shelter staff are tested for tuberculosis upon hire and every 12 months and referred to any necessary follow up and/or treatment if indicated. Staff complies with any recommended follow-up testing necessary as indicated by a health care provider.
- 7) The shelter and shelter staff comply with all public health orders and infectious disease control, mitigation, and reporting requirements applicable to emergency shelters.
  - a) Staff are encouraged to obtain an annual flu vaccine and other vaccines as recommended by public health authorities and have an up-to-date record of vaccinations.
  - b) The shelter complies with [California Code of Regulations, Title 8, Section 5199](#), regarding Aerosol Transmissible Diseases (ATD) control and worker and client safety expectations.
- 8) Upon satisfactory completion of each training staff receive a verification of completion. Verification of completion is documented in employee files. All training materials are available for staff reference.
- 9) Ongoing professional development and supervision are provided by the agency and may include case conferences, case supervision, workshops, and training courses.

#### **D) PROGRAM ACCESS**

- 1) The shelter has clearly written and consistently implemented referral standards, admission policies, and hours for new participant admission. If participating in CAS, the shelter has policies and procedures for access that are consistent with and account for CAS policies and procedures for shelter referral and admission.
- 2) The shelter accepts new participant admissions (when shelter is open, and beds are available) Monday through Friday for at least a four-hour period daily. When feasible, admissions are accepted on weekends.
- 3) Denial of admission to the facility can only be based on the reasons described under Eligibility & Prioritization, below. If participating in CAS, the shelter adheres to CAS policies and procedures for denial of admission and appeals.
  - a) Any household denied entrance is informed of reason, conditions for lifting the restriction and right to appeal, including whom to contact regarding an appeal and information about the appeal process. Reason for denial is entered into HMIS to support appropriate future CAS shelter referrals for the household.
- 4) Upon admission, participants are provided with copies of the following:
  - a) Participant rights
  - b) Written program rules
  - c) Storage policy, including storage after exit
  - d) Medication storage policy
  - e) Grievance Procedure

#### **E) ELIGIBILITY AND PRIORITIZATION**

- 1) The shelter serves households who meet all of the following eligibility criteria:
  - a) Currently are in Sacramento County;
  - b) Currently unsheltered or will be unsheltered tonight if not provided emergency shelter, meaning the household:
    - i) Has no safe housing and is staying or will be staying tonight in a public or private place not designated for, or ordinarily used as a regular sleeping accommodation for human beings (e.g., a car, park, abandoned building, bus or train station, airport, or camping ground); AND
    - ii) Has no other safe housing options or resources available to secure housing tonight, including other safe, appropriate temporary accommodations while they secure more permanent housing;
  - c) Shelter, re-housing and other critical needs are best served by an emergency shelter and are not more appropriately served by another resource or system of care (e.g., domestic violence shelter, in-patient psychiatric treatment, other specialized residential care facility);

- d) Are able to care for all household members together or individually (i.e., are self-caring), including all activities of daily living and medication administration;
  - e) Consent to basic shelter rules and expectations, including actively working on an individualized housing plan to obtain permanent housing as quickly as possible and according to individual means and abilities;
  - f) Do not exhibit behavior that creates a safety or health risks for self or others;
  - g) If previously stayed in shelter and exited unsuccessfully, agree to behavior or other changes and conditions necessary to meet all emergency shelter eligibility criteria, including actively working on a housing plan to obtain permanent housing as quickly as possible according to individual needs and abilities;
  - h) Are not a convicted sex offender subject to community notification unless the shelter has received an exception to this criterion from funders and/or per CAS policies and procedures and is able to safely shelter such individuals;
  - i) Single adult emergency shelters only: Individuals who are 18 years of age or older who do not have physical custody of minor children upon entry.
- 2) Third party documentation of literal homelessness is not required for emergency shelter admission and assistance.
- 3) The shelter may deny admission for the following reasons:
- a) Household does not meet the basic eligibility criteria for shelter admission (e.g. gender, age, homeless status, domestic violence victim, etc.);
  - b) The shelter has designated funding sources with additional restrictions (e.g. VA beds that require advance approval by the VA) may deny entry to those not meeting funder requirements;
  - c) A restraining order that prohibits admission to the facility;
  - d) Documented violent or threatening behavior;
  - e) Conduct from prior stay at the shelter that puts the health and safety of staff or participants at risk (e.g. violence, weapons violations, disclosing confidential location of shelter, and egregious damage to property);
  - f) The household requires care and supervision to manage the activities of daily living (feeding, toileting, selecting proper attire, grooming, maintaining continence, putting on clothes, bathing, walking and transferring) without the appropriate support available on-site.
- 4) Prioritization for emergency shelter is provided for households who meet prioritization criteria as established in CAS policies and procedures.
- 5) Clients must continue to meet shelter eligibility criteria while residing in emergency shelter to continue staying in shelter. When a client stops meeting eligibility criteria, emergency shelter staff may initiate a shelter system exit or a shelter-to-shelter transfer consistent with CAS policies and procedures.
- a) An individual or family may stop meeting basic shelter eligibility requirements for various reasons, including but not limited to when:
    - i) A previously unavailable or new safe alternative housing option becomes available;
    - ii) An individual has sufficient resources to secure other housing, including temporary housing (e.g., motel) while they work to secure more permanent housing;
    - iii) An individual stops working to obtain permanent housing and has disengaged from rehousing assistance despite multiple and progressive documented provider engagement attempts and reasonable opportunities to engage;
    - iv) An individual demonstrates a need for a higher level of care than available in emergency shelter and such care is readily available (e.g., an individual in need of crisis stabilization for a mental health crisis and can be assisted in immediately accessing a mental health crisis bed). In such instances, staff and clients should follow CAS shelter-to-shelter transfer policies and procedures;
    - v) An individual is actively selling or distributing illegal drugs on site;
    - vi) An individual persistently violates basic shelter rules, despite clearly communicated expectations and reasonable opportunities to comply;

- vii) An individual physically threatens or assaults another person, including but not limited to sexual assault, verbally or physically threatening behaviors, which rise to the level of a “direct threat” to persons or property, as defined in paragraph (3) of subdivision (b) of Section 12179 of Title 2 of the Code of California Regulations, as well as other physical violence directed to staff, volunteers, guests, or other program participants.

## F) EMERGENCY SHELTER SERVICES

The shelter, directly and/or through third-party service partnerships, offers the following services for shelter participants.

- 1) **Assessment:** A collaborative, housing-focused assessment is conducted or updated with all participants within 5 business days of shelter entry, including evaluation of critical and immediate service needs of the household, information about past or current services received, information about housing access and retention barriers, and other information necessary to provide shelter services and to support successful and rapid placement in safe, stable housing or other appropriate next step options (e.g., treatment).
- 2) **Housing-focused case management:** Participants are offered, but not required, to participate in services that they may need to obtain and stabilize in permanent housing.
  - a) While all participants are expected to be actively working toward obtaining permanent housing or other appropriate next step placement (e.g., treatment) as a shelter eligibility condition, when a participant is not progressing toward resolving their housing crisis and declines or does not engage in re-housing assistance, including housing-focused case management, shelter staff use evidence-based assertive engagement, motivational techniques, and other strategies to build rapport, trust, and an understanding of how best to support the participant to resolve their housing crisis.
  - b) Housing-focused case management is provided by shelter staff or a third-party provider consistent with CAS Policies and Procedures for rehousing assistance. Assistance is provided on a regular basis (e.g., daily or weekly contacts) and the shelter routinely documents the content and outcome of case management meetings. Core services include:
    - i) Development of an individualized housing plan based on the housing-focused assessment that accounts for participant preferences and abilities and addresses housing barriers related to income, credit, rental history, criminal history, and other conditions or circumstances presenting a barrier to housing, along with other immediate service needs and supports desired by the participant. The plan identifies the support and services the program and program service partners will provide to help individuals find and keep permanent housing and address other critical and immediate service needs.
    - ii) Ongoing engagement and support to facilitate a match to an appropriate permanent housing placement via CAS or other means.
    - iii) Housing location and counseling services to identify the most appropriate housing placement;
    - iv) Connection with private and public owners and rental agencies willing to provide permanent housing to participants;
    - v) Assistance with housing applications and appeals and negotiating rental agreements;
    - vi) Assistance exploring and facilitating shared housing opportunities in community-based housing and through master-leasing; and
    - vii) Assistance with the move-in process, including identifying resources for basic furnishings, accessibility modifications, or other expenses.
- 3) **Service referral and coordination:** Service referral and coordination (i.e., service navigation) is available to program participants. The program has screening and triage procedures and supports participants in immediately accessing needed and desired services including completing and submitting applications for assistance.
  - a) Referral and follow-up procedures confirm participants are connected to services to which they are referred. Documentation of referrals made, and referral confirmation must be maintained in participant files.
  - b) At minimum, participants receive service referral and coordination assistance for:
    - i) **Health and wellness:** Medical health, mental health, and any needed alcohol and drug services. Program staff encourage and assist participants to obtain and maintain health insurance, obtain a primary care provider, and

access immunization services. This includes publicly posting or otherwise making available information on health-related services.

- ii) **Mainstream benefits:** Public benefits and entitlements (e.g., general assistance, SNAP, SSI/SSDI, Veteran benefits) health insurance benefits (e.g., Medi-Cal, Medicare, Covered California, etc.), childcare assistance, and other sources of cash and non-cash assistance.
  - iii) **Employment, education and life skills:** Employment development or placement programs, including federal and state funded workforce development programs and support services.
  - iv) **Transportation:** Shuttle service, bus passes, and/or car services (e.g., taxi, Uber), to support access to community-based services and housing searches. Accommodations are made for disabled persons who are unable to access general means of transportation.
- 4) The shelter enters housing-focused case management services and services referral information in HMIS according to HMIS policies and procedures.

## G) EMERGENCY SHELTER OPERATIONS

The program adheres to the following standards for operations and facilities, unless otherwise by program funders and/or due to the nature of the program facility (i.e., certain standards are applicable to only congregate shelter environments).

### 1) Facilities

- a) The proper number of beds or units are provided consistent with funder and CoC/SSF agreements.
- b) The program complies with all applicable state and local building, health, environmental, and safety standards/regulations and has Building and Occupancy permits posted.
- c) The program complies with HUD Emergency Solutions Grants (ESG) Program minimum habitability standards for emergency shelters.<sup>2</sup>
  - i) The shelter building is structurally sound to protect residents from the elements and does not pose any threat to health and safety of the residents.
  - ii) Except where the shelter is intended for day use only, the shelter provides each program participant in the shelter with an acceptable place to sleep and adequate space and security for themselves and their belongings.
  - iii) Each room or space within the shelter has a natural or mechanical means of ventilation. The interior air is free of pollutants at a level that might threaten or harm the health of residents.
  - iv) The shelter's water supply is free of contamination.
  - v) Each program participant in the shelter has access to sanitary facilities that are in proper operating condition, are private, and are adequate for personal cleanliness and the disposal of human waste.
  - vi) The shelter heating/cooling facilities are in proper operating condition.
  - vii) The shelter has adequate natural or artificial illumination to permit normal indoor activities and support health and safety. There are sufficient electrical sources to permit the safe use of electrical appliances in the shelter.
  - viii) Food preparation areas, if any, contain suitable space and equipment to store, prepare, and serve food in a safe and sanitary manner.
  - ix) The shelter is maintained in a sanitary condition.

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<sup>2</sup> <https://files.hudexchange.info/resources/documents/ESG-Emergency-Shelter-and-Permanent-Housing-Standards.pdf>



- x) There is at least one working smoke detector in each occupied unit of the shelter. Where possible, smoke detectors are located near sleeping areas. The first alarm system is designed for hearing-impaired residents. All public areas of the shelter have at least one working smoke detector. There is a second means of exiting the building in the event of fire or other emergency.
- d) The program facilities and housing are consistently maintained and in good repair. The general appearance of each service and residential building is well maintained. In addition to meeting habitability standards above, the program ensures:
  - i) The program has a written housekeeping and maintenance plan to ensure a safe, sanitary, clean, and comfortable environment.
  - ii) Bath/toilet areas, hallways, and other common use areas are cleaned daily. The program has proper trash receptacles that are emptied regularly.
  - iii) Both the interior and exterior of the facility are free of debris, clutter, and unsanitary items and there are no obvious safety risks.
  - iv) The program ensures adequate provision of pest control services.
    - (1) The program has a protocol in place for the prevention and control of bed bugs. See [best practices related to bug prevention](#).
    - (2) Twenty-four (24) hour notice is provided to participants of pest control activities unless the type and degree of infestation requires an immediate response (e.g., bed bugs).
  - v) A process for reporting maintenance concerns is posted and acknowledges that non-emergency maintenance issues reported are responded to within two days and identifies the timeframe for addressing the concern.
  - vi) Emergency maintenance items are immediately addressed.
- e) The program provides each person with at least a bed, a blanket, and pillow, all of which are clean and in good repair.
- f) The program has a sufficient supply of functionally clean and reasonably private toilets and hand wash basins, with hot and cold running water.
- g) The program has laundry facilities available to residents, or access to laundry facilities nearby.
- h) The program allows residents to use the program as a legal residence for the purpose of voter registration.
- i) The program provides access to safe drinking water at all times.
- j) Program staff have keys to all locks in the facility. In independent units, clients are responsible for locking their unit, but staff maintains the ability to always access the units.
- k) The program provides towels, soap, sanitary napkins, and toilet tissues.
- l) The program provides access to electrical outlets for charging personal devices such as cell phones and medical equipment.
- m) A telephone is available to staff for emergencies. Emergency numbers are posted by the telephone or otherwise made available to staff on duty. The program takes emergency phone messages and messages from service providers for participants in residence.
- n) The program labels all chemicals and cleaning supplies and keeps all such materials out of reach of children. Any hazardous materials are stored separate from food.
- o) Exits are clearly marked and kept clear of blockage and tripping hazards. Exit signage is consistent with all applicable codes.
- p) All steps have handrails as required by applicable codes. Steps have treads or similar accommodation to prevent slipping.
- q) If the program maintains a vehicle used for participant transport, the vehicle is properly maintained, licensed and insured. All drivers are properly licensed. Provisions are made to provide equal access to transportation services to disabled participants.

## 2) Accessibility

- a) The program conforms to all pertinent requirements of the Americans with Disabilities Act (ADA). See [ADA Checklist for Emergency Shelters](#).
- b) Beds designated as accessible comply with federal height and distance standards requiring a minimum of 36 inches between sleeping units and a sleeping surface height between 17-19 inches above the finished floor.
- c) Beds designated as accessible are prioritized for participants with disabilities. The program is encouraged to provide as many ADA accessible beds as possible, but it is not required or expected that all beds meet these requirements.
- d) Program documentation is provided in forms accessible to hearing-impaired and sight-impaired individuals, upon request.
- e) If the program provides transportation for participants, it also makes provisions for participants who need vehicles that are wheelchair accessible.

## 3) Food service

- a) If the program prepares and serves meals or provides areas for participants to prepare and consume their own meals, the program has the appropriate certifications required by local authorities to prepare, serve, and store perishable food. All food storage and serving areas comply with relevant health codes.
- b) If the program serves food prepared off site by regular donors it provides donors with a handout that details the requirements for food preparation. All food donors read and sign the handout to confirm knowledge of the standards and provide current contact information.
- c) The program generally does not encourage or accept food that has been prepared off-site by intermittent donors.
- d) If meals are served, a meal schedule is posted.
- e) If meals are served or food is provided for participants to use to prepare their own meals, the program makes dietary modifications and/or provides appropriate food options based on participants' health, religious, and/or cultural practices.
- f) Food provided promotes healthy eating and meets the daily nutritional needs of all participants, with reasonable accommodations for known food allergies and dietary requirements.
- g) The program provides a table and chairs if food is served.
- h) Any snacks and meals are provided with reasonable accommodation made for known children's allergies if children are in residence. The program asks about food allergies at intake; however, it is the responsibility of parents and guardians to inform the program of children's food allergies.

## 4) Hours/curfew

- a) The program posts hours of operation in a visible location.
- b) The program provides facilities available to participants for sleeping for a minimum of eight hours.
- c) If the program has a curfew policy, the policy is clearly written and explained to participants at program entry. The policy is consistently enforced.
  - i) Missing a curfew cannot be a reason for denial of entry or discharge unless the late arrival compromises the health or safety of other participants or staff, or other participants right to peaceful enjoyment of the facility.
- d) The program remains open during daytime hours for client access to indoor facilities (e.g., restrooms, food, napping space for children) and personal possessions, unless prohibited by inadequate funding or space limitations.
  - i) If not open 24/7 the program makes reasonable accommodations to normal hours for illness, weather, disabilities, persons working second and third shifts, and other reasonable requests.
  - ii) If the program serves children, it permits 24-hour access to an area where children can nap, unless the program provides independent private units accessible to participants on a 24-hour basis.

## 5) Participant mail

- a) If the program provides mail service, any mail sent or received is not interfered with (e.g., staff opening participants' mail, not providing mail to the participants on the day it is received, etc.).

**6) Participant possessions**

- a) The program has a written policy that is provided upon intake as to what provision is made for securing belongings including what possessions can be held by the program at participant request such as money, medications, and vital documents.
- b) If the program holds funds or possessions on behalf of participants, this service is voluntary, the program maintains a log of items in their possession, and the funds or possessions are promptly returned upon the participant's request. The program decides how specifically to make their log, with consideration to their liability. The log tracks only those belongings that participants choose to store with the program and not all possessions brought into the program.
  - i) This does not apply to belongings abandoned by a person who does not return to the program; in that situation, the program may only keep possessions for a limited time, during which participants may return to retrieve their belongings with support and/or supervision by program staff.
- c) The program provides lockable lockers, storage trunks or make other accommodations that allow participants to securely store their belongings. Reasonable access by the participants to their belongings is provided.
  - i) Waivers of the requirement that storage space be lockable can be requested if the physical layout of the program does not allow for lockable space.

**7) Pets/service animals/animal care**

- a) The program has a policy regarding whether pets are allowed in the facility and/or individual units.
- b) Per ADA requirements, programs make reasonable accommodation for service animals. Additional information regarding ADA requirements for service animals from the U.S. Department of Justice is included in [ADA Requirements: Service Animals](#).
  - i) According to this guidance, emotional support, therapy, comfort, or companion animals are not considered service animals under the ADA. These terms are used to describe animals that provide comfort just by being with a person. Because they have not been trained to perform a specific job or task, they do not qualify as service animals under the ADA.
- c) Program participants are not permitted to acquire and house a pet at the program, unless such pet is a service animal as defined above.
- d) If the program allows pets, the program may establish a maximum per guest pet limit. This is included in program policies and admission documents.
- e) At minimum, if the program allows pets, the program provides OR facilitates access to kennels, animal blankets, leashes, collars, food, and water.
- f) Pet owners assume all the responsibilities for caring for their animals unless the owner is prevented from doing so by a disability or other special need. Owners are responsible for complying with local laws and requirements for pets. Owners' responsibilities include providing their animals with food and water (with program support), cleaning their animals' cages as needed and taking their dogs to a designated dog relief area. Pet owners are also responsible for administering all regular medications to their animals, apart from vaccinations.
- g) The program reserves the right to refuse admittance or otherwise require immediate removal of animals that appear too aggressive for the program to handle. Regardless of initial presenting temperament, enforcement of program rules to reduce the risk of bites and other injuries is always observed, including but not limited to:
  - i) Aggressive animals are handled only by their respective owners or trained staff members;
  - ii) All animals on program property are leashed or always confined;
  - iii) Program participants do not handle or touch pets other than their own; and
  - iv) All incidents involving aggressive animals are documented in writing prior to removal from site.

**8) Participant medication**

- a) The program does not administer or dispense medication and does not require participants to turn over medication, unless administered by a licensed staff person as part of an on-site supportive program in which a program participant is dually enrolled.
- a) The program has a written policy regarding the possession and use of controlled substances as well as prescription and over-the-counter medication.
  - i) The program policy is explained and provided upon intake addressing provisions for securing prescription medications and participants' responsibility to store and utilize their medication safely.
- b) The program encourages participants to lock medication in secure storage areas made available to protect medication from theft.
- c) The facility has a process for secure storage of prescription medications, where applicable, and management of prescribed drugs that require refrigeration.
  - i) The program makes available a lockable storage area for medications and access to refrigeration for medications. This can include a locked box within a refrigerator that also serves other functions.

**9) Weapons**

- a) The program has a weapons prohibition policy. Weapons include but are not limited to firearms, pepper spray, mace, and knives. The program uses discretion when determining which types of knives are prohibited.
- b) The program may, but is not required to, have a mechanism for checking and storing weapons upon entry.

**10) First Aid/CPR (including Mental Health/ Substance Use Disorder First Aid)**

- a) The program has available a first aid kit and supplies in case of a medical emergency and accessible to staff and residents, stocked with sufficient supplies to handle multiple occurrences.
- b) All staff on duty have access to a telephone. Emergency telephone numbers are posted conspicuously near the telephone.
- c) The program has at least one staff person on duty who is trained in standard emergency first aid and evacuation procedures.
- d) The program has a procedure for making referrals to appropriate medical providers.
- e) The program has multiple Narcan kits and fentanyl test strips available for use by trained staff to use for life-saving purposes.

**11) Universal precautions and infectious disease control, reporting**

- a) The program has a written policy regarding the control of infectious diseases, such as HIV, tuberculosis (TB), COVID-19, and Influenza, including on-site quarantine and isolation protocols, when needed.
- b) The program has proper sharps disposal and has a written policy in place governing protocols related to universal precautions.
- c) The program reports any suspicion of infectious disease within the program or when suspect or detected among any program participant. For information about how and when to report, visit [Electronic Disease Reporting](#).
- d) An infectious disease that significantly increases the risk of harm to other participants may be a reason for denial or discharge.
  - i) Participants with lice or scabies or exhibiting symptoms of TB are allowed to stay in the program unless the disease or infestation cannot be appropriately contained (e.g., due to close quarters of facility), in which case those participants may be discharged and referred to a health care provider for treatment.
  - ii) Noncompliance with treatment or containment measures that endanger other participants may be cause for discharge.
- e) Programs comply with [California Code of Regulations, Title 8, Section 5199](#), regarding Aerosol Transmissible Diseases (ATD) control and worker and client safety expectations.

- i) For additional guidance on this regulation and for information regarding best practices for control of infectious disease, please also refer to [Preventing Tuberculosis \(TB\) in Homeless Shelters](#) published by the Los Angeles County Department of Public Health.

#### **12) Smoking**

- a) The program prohibits smoking indoors and reasonable efforts are made to prevent smoke from entering buildings. No smoking should be allowed within 20 feet of the program unless this is infeasible due to the layout of grounds.
- b) The program follows all applicable laws regarding smoking in public areas.
- c) As feasible, the program provides participants with access to designated smoking areas after curfew.

#### **13) Drug/alcohol use/possession**

- a) The program has a policy prohibiting the possession, use or distribution of alcohol or illegal drugs on the premises. If alcohol or drugs are found, participants are given the opportunity to dispose of the prohibited substance or leave the program for that night if they do not wish to dispose of the prohibited substance.
  - i) A violation of this policy cannot be a reason for discharge unless the violation compromises the health or safety of other participants or staff.
- b) Admission, discharge, and service restriction policies are not based on substance use or possession alone.
- c) Drug testing of participants is prohibited unless the testing is part of an agreed-upon treatment plan with the participant and approved by funders and the CoC/SSF.
  - i) Submission to drug testing cannot be a requirement for residency and refusal to participate in drug testing cannot be the basis for involuntary discharge.
- d) Being under the influence of alcohol or drugs on-site is not a sole basis for involuntary discharge unless there is also behavior that compromises the health and safety of other participants or staff.

#### **14) Child/elder abuse and duty to warn reporting**

- a) The program reports abuse, including child abuse, elder abuse, and endangerment according to local, state and federal law.
- b) Legal requirements for reporting abuse extend beyond those staff whose licensure or role obligates them as a mandated reporter or with a duty to warn and includes all staff who provide direct services for clients.

#### **15) Staff and Visitor Identification**

- a) At minimum, all program staff and volunteers wear an identification badge that includes the individual's name. Staff and volunteers may also wear attire with the agency name and/or logos for more ready identification.
- b) All visitors provide valid identification when entering the building, sign into a visitors log and leave the identification or a copy of identification at the front desk during their stay.

### **H) PROGRAM TRANSFERS**

- 1) The program does not transfer participants to other programs arbitrarily, as a punitive measure, or without the participant's consent. The program may however arrange for a participant to move to a different program, with the consent of the participant, if a determination is made by both programs that an alternative setting is likely to better meet the needs of the participant.
- 2) If the program participates in CAS, shelter transfers are managed according to [CAS shelter transfer policy and procedures](#).

### **I) PROGRAM EXIT**

- 1) The program is compliant with [California State law](#) pertaining to occupancy in and termination from program programs, including any "city-, county-, continuum of care-, state-, or federally funded shelter, interim housing, motel voucher, or emergency shelter program in which the city, county, continuum of care, state, or federal governmental entity retains an

oversight and accountability role in ensuring compliance with program regulations and proper program administration.” Relevant aspects of state law are incorporated below or via reference.

- 2) All program exits are conducted by the program in a trauma-informed manner utilizing a harm-reduction approach, and in a manner that is compliant with all applicable disability laws, including requirements for reasonable accommodation.
- 3) Only the following reasons may be used as a basis for involuntary exit from the program, and must occur on the program’s premises or otherwise indicate an imminent threat to the health and safety of people at the program:
  - a) Sexual assault and/or verbally or physically threatening behaviors that rise to the level of a “direct threat” to persons or property, as defined in paragraph (3) of subdivision (b) of Section 12179 of Title 2 of the Code of California Regulations;
  - b) Physical violence to staff or other program participants;
  - c) Direct observation of participant engaging in illegal activity onsite;
  - d) Possession of an illegal weapon at the facility;
  - e) Theft;
  - f) Destruction of property;
  - g) Restraining order precluding continued residence;
  - h) Presence of infectious disease that significantly increases the risk of harm to other participants;
  - i) Individual requires care and supervision to manage their activities of daily living (feeding, toileting, selecting proper attire, grooming, maintaining continence, putting on clothes, bathing, walking and transferring) without appropriate supports available onsite.
  - j) Individuals discharged due to care and supervision needs cannot be discharged to the streets.
- 4) Participants may be involuntarily exited for refusing multiple housing opportunities only after every effort is made and opportunity offered to engage the participant in housing-focused services; however, evidence must be present that program staff actively attempted to engage the participant in services designed to support program exit to stable housing with consideration given to each participant’s barriers to engagement and in accord with evidence-based practices (e.g., motivational interviewing).
- 5) The program holds beds for 72 hours when a participant does not return. If a participant is absent from their bed for 72 hours without appropriate notification of program staff regarding absence, the Participant may be discharged and the bed offered to a new participant.
- 6) The program informs involuntarily exited participants of the reason for discharge, the conditions for lifting the restriction and right to appeal, including whom to contact regarding an appeal and information about the appeal process.
  - a) A participant may be denied future readmission because of the circumstances of discharge (e.g., a “service restriction” or “shelter ban”). This is typically limited only to imminent health or safety concerns.
    - i) All service restrictions require CoC/SSF approval, must be for a defined period of time, and must be appealable according to agency and CoC/SSF policies and standards.
  - b) The program provides a written copy of the procedure for filing an appeal to the participant when a participant is involuntarily exited.
  - c) If it is infeasible to provide the procedure at the time of discharge (e.g. the participant is being removed by law enforcement) this requirement may be waived; however, if the participant returns subsequently to the facility, the grievance procedure must be provided.
- 7) Unless the participant poses an immediate threat to the health and safety of other participants and/or staff members, the program avoids involuntarily exiting participants at night and allows for appeal prior to program exit.
  - a) Supervisors review and approve any nighttime discharges. During hours that there is no supervisor on site, there is a supervisor available on call to approve discharge decisions. Approval may be given verbally and in all cases is documented in case notes and in HMIS according to HMIS and CAS policies and procedures.



- 8) The program has a written policy for the storage of belongings after a participant exits, which includes storage of belongings for at least five (5) working days after participant exits and a clear process for discharged participants to reclaim their possessions. A copy of the policy is provided to all participants at intake.

## 6) TRANSITIONAL HOUSING AND INTERIM HOUSING

### A) PURPOSE OF TRANSITIONAL HOUSING AND INTERIM HOUSING

- 1) **Transitional housing (TH)** programs provide temporary housing with supportive services to individuals and families experiencing homelessness with the goal of interim stability and support to successfully move to and maintain permanent housing. TH programs can cover housing costs and accompanying supportive services for program participants for up to 24 months.
- 2) **Interim housing (IH)** programs provide safe temporary places to stay for people experiencing homelessness while they secure permanent housing or other appropriate accommodations such as treatment. Interim housing may target specific populations, may include specific services and different lengths of stay that may be longer than typically needed and provided for those in emergency shelter. Interim housing seeks to be as low-barrier to entry as possible (without extensive requirements or rules) and, at a minimum, provides basic needs, housing-focused services, and linkage to voluntary mainstream services.

### B) KEY PERFORMANCE INDICATORS

- 1) Key performance indicators for **transitional housing** and **interim housing** programs include, but are not limited to:
  - Utilization (occupancy) (%)
  - Average length of stay
  - Successful outcomes (#, %)
  - Successful housing outcomes (#, %)
  - Negative exits (%)
  - Returns to homelessness (%)
  - Increase in non-employment cash income
  - Increase in employment income
  - Cost per household
  - Cost per unit

### C) STAFFING REQUIREMENTS

- 1) Program direct service staff complete training within 30 days of hire as indicated in Section 2: General Standards and the following trainings on an annual basis:
  - a) Housing problem solving and other complementary crisis intervention approaches.
  - b) Housing-focused case management approaches and standard practices.
  - c) Community prevention and housing stabilization resources and referral protocols.
  - d) Proper food handling and storage if required by law. State law requires all food handlers in the state of California have California Food Handler Card. New hires have 30 days from the date of hire to obtain a card.
  - e) Equal Access, Fair Housing, and reasonable accommodation.
  - f) Emergency evacuation procedures and fire safety.
  - g) Fair housing, landlord/tenant law, rights and responsibilities.
  - h) Home visitation safety and ethics.
- 2) The program has sufficient staff on duty 24 hours per day, every day or as otherwise consistent with local funding requirements and applicable codes and ordinances. Non-congregate programs may have alternative staffing plans that do not provide 24-hour staff coverage, as permitted by program funders.
  - a) The required client/staff ratio is set by agreement with program funders in consultation with the CoC/SSF, including on-site and on-call staff, and is documented in the weekly staff schedule.
  - b) There is a staff coverage plan for weekend and seasonal changes and plans for staff back-up and on-call coverage.

- 3) The program has a supervisor/manager available on call to the program for consultation to staff about challenging participant situations and other urgent matters.
- 4) The program has a case consultation and conferencing policy in place that outlines situations requiring supervision, internal case conferencing, and/or system case conferencing according to system case conferencing policies and procedures.
- 5) At least one staff person on duty at all times is trained in emergency first aid and CPR.
- 6) In congregate TH or IH: All program staff are tested for tuberculosis upon hire and every 12 months and referred to any necessary follow up and/or treatment if indicated. Staff complies with any recommended follow-up testing necessary as indicated by a health care provider.
- 7) The program and program staff comply with all applicable public health orders and infectious disease control, mitigation, and reporting requirements applicable.
  - a) Staff are encouraged to obtain an annual flu vaccine and other vaccines as recommended by public health authorities and have an up-to-date record of vaccinations.
  - b) The program complies with [California Code of Regulations, Title 8, Section 5199](#), regarding Aerosol Transmissible Diseases (ATD) control and worker and client safety expectations.
- 8) Upon satisfactory completion of each training staff receive a verification of completion. Verification of completion is documented in employee files. All training materials are available for staff reference.
- 9) Ongoing professional development and supervision are provided by the agency and may include case conferences, case supervision, workshops, and training courses.

#### **D) PROGRAM ACCESS**

- 1) The program has clearly written and consistently implemented referral standards, admission policies, and hours for new participant admission. If participating in CAS, the program has policies and procedures for access that are consistent with and account for CAS policies and procedures for program referral and admission.
- 2) The program accepts new participant admissions (when program is open, and beds are available) Monday through Friday for at least a four-hour period daily. When feasible, admissions are accepted on weekends.
- 3) Denial of admission to the facility can only be based on the reasons described under Eligibility & Prioritization, below. If participating in CAS, the program adheres to CAS policies and procedures for denial of admission and appeals.
  - a) Any household denied entrance is informed of reason, conditions for lifting the restriction and right to appeal, including whom to contact regarding an appeal and information about the appeal process. Reason for denial is entered into HMIS to support appropriate future CAS program referrals for the household.
- 4) Upon admission, participants are provided with copies of the following:
  - a) Participant rights
  - b) Written program rules
  - c) Storage policy, including storage after exit
  - d) Medication storage policy
  - e) Grievance Procedure

#### **E) ELIGIBILITY AND PRIORITIZATION**

- 1) The program serves households who meet all of the following eligibility criteria:
  - a) Currently are in Sacramento County;
  - b) Currently unsheltered, in emergency shelter, or will otherwise be unsheltered or in emergency shelter tonight if not provided TH or IH, meaning the household:

- i) Has no safe housing and is staying or will be staying tonight in a public or private place not designated for, or ordinarily used as a regular sleeping accommodation for human beings (e.g., a car, park, abandoned building, bus or train station, airport, or camping ground) or an emergency shelter; AND
  - ii) Has no other safe housing options or resources available to secure housing tonight, including other safe, appropriate temporary accommodations while they secure more permanent housing;
  - c) Shelter, re-housing and other critical needs are best served by a transitional housing or interim housing program and are not more appropriately served by another resource or system of care (e.g., domestic violence shelter, in-patient psychiatric treatment, other specialized residential care facility);
  - d) Are able to care for all household members together or individually (i.e., are self-caring), including all activities of daily living and medication administration;
  - e) Consent to basic program rules and expectations, including actively working on an individualized housing plan to obtain permanent housing as quickly as possible and according to individual means and abilities;
  - f) Do not exhibit behavior that creates a safety or health risks for self or others;
  - g) If previously stayed in program and exited unsuccessfully, agree to behavior or other changes and conditions necessary to meet all program eligibility criteria, including actively working on a housing plan to obtain permanent housing as quickly as possible according to individual needs and abilities;
  - h) Are not a convicted sex offender subject to community notification unless the program has received an exception to this criterion from funders and/or per CAS policies and procedures and is able to safely shelter such individuals.
- 2) Third-party documentation of literal homelessness or documented due diligence attempts to obtain third-party documentation is required for transitional housing or interim housing admission and assistance.
- 3) The program may deny admission for the following reasons:
- a) Household does not meet the basic eligibility criteria for program admission (e.g., gender, age, homeless status, domestic violence victim, etc.);
  - b) The program has designated funding sources with additional restrictions (e.g., VA beds that require advance approval by the VA) may deny entry to those not meeting funder requirements;
  - c) A restraining order that prohibits admission to the facility;
  - d) Documented violent or threatening behavior;
  - e) Conduct from prior stay at the program that puts the health and safety of staff or participants at risk (e.g. violence, weapons violations, disclosing confidential location of program, and egregious damage to property);
  - f) The household requires care and supervision to manage the activities of daily living (feeding, toileting, selecting proper attire, grooming, maintaining continence, putting on clothes, bathing, walking, and transferring) without the appropriate support available on-site.
- 4) If participating in CAS, prioritization for transitional housing and interim housing is provided for households who meet prioritization criteria as established in CAS policies and procedures and/or local funders in consultation with the CoC/SSF.
- 5) Clients must continue to meet program eligibility criteria while residing in the program continue staying in program. When a client stops meeting eligibility criteria, program staff may initiate a program exit consistent with CAS policies and procedures and/or local funder requirements.
- a) An individual or family may stop meeting basic program eligibility requirements for various reasons, including but not limited to when:
    - i) A previously unavailable or new safe alternative housing option becomes available;
    - ii) An individual has sufficient resources to secure other housing, including temporary housing (e.g., motel) while they work to secure more permanent housing;
    - iii) An individual stops working to obtain permanent housing and has disengaged from rehousing assistance despite multiple and progressive documented provider engagement attempts and reasonable opportunities to engage;

- iv) An individual demonstrates a need for a higher level of care than available in the program and such care is readily available (e.g., an individual in need of crisis stabilization for a mental health crisis and can be assisted in immediately accessing a mental health crisis bed). In such instances, staff and clients should follow CAS transfer policies and procedures, if applicable;
- v) An individual is actively selling or distributing illegal drugs on site;
- vi) An individual persistently violates basic program rules, despite clearly communicated expectations and reasonable opportunities to comply;
- vii) An individual physically threatens or assaults another person, including but not limited to sexual assault, verbally or physically threatening behaviors, which rise to the level of a “direct threat” to persons or property, as defined in paragraph (3) of subdivision (b) of Section 12179 of Title 2 of the Code of California Regulations, as well as other physical violence directed to staff, volunteers, guests, or other program participants.

## F) TRANSITIONAL HOUSING AND INTERIM HOUSING SERVICES

The program, directly and/or through third-party service partnerships, offers the following services for program participants.

- 1) **Assessment:** A collaborative, housing-focused assessment is conducted or updated with all participants within 5 business days of program entry, including evaluation of critical and immediate service needs of the household, information about past or current services received, information about housing access and retention barriers, and other information necessary to provide program services and to support successful and rapid placement in safe, stable housing or other appropriate next step options (e.g., treatment).
- 2) **Housing-focused case management:** Participants are offered, but not required, to participate in services that they may need to obtain and stabilize in permanent housing.
  - a) While all participants are expected to be actively working toward obtaining permanent housing or other appropriate next-step placement (e.g., treatment) as a program eligibility condition, when a participant is not progressing toward resolving their housing crisis and declines or does not engage in re-housing assistance, including housing-focused case management, program staff use evidence-based assertive engagement, motivational techniques, and other strategies to build rapport, trust, and an understanding of how best to support the participant to resolve their housing crisis.
  - b) Housing-focused case management is provided by program staff or a third-party provider consistent with CAS policies and procedures for rehousing assistance. Assistance is provided on a regular basis (e.g., daily or weekly contacts) and the program routinely documents the content and outcome of case management meetings. Core services include:
    - i) Development of an individualized housing plan based on the housing-focused assessment that accounts for participant preferences and abilities and addresses housing barriers related to income, credit, rental history, criminal history, and other conditions or circumstances presenting a barrier to housing, along with other immediate service needs and supports desired by the participant. The plan identifies the support and services the program and program service partners will provide to help individuals find and keep permanent housing and address other critical and immediate service needs.
    - ii) Ongoing engagement and support to facilitate a match to an appropriate permanent housing placement via CAS or other means.
    - iii) Housing location and counseling services to identify the most appropriate housing placement;
    - iv) Connection with private and public owners and rental agencies willing to provide permanent housing to participants;
    - v) Assistance with housing applications and appeals and negotiating rental agreements;
    - vi) Assistance exploring and facilitating shared housing opportunities in community-based housing and through master-leasing; and
    - vii) Assistance with the move-in process, including identifying resources for basic furnishings, accessibility modifications, or other expenses.

- 3) **Service referral and coordination:** Service referral and coordination (i.e., service navigation) is available to program participants. The program has screening and triage procedures and supports participants in immediately accessing needed and desired services including completing and submitting applications for assistance.
  - a) Referral and follow-up procedures confirm participants are connected to services to which they are referred. Documentation of referrals made, and referral confirmation must be maintained in participant files.
  - b) At minimum, participants receive service referral and coordination assistance for:
    - i) **Health and wellness:** Medical health, mental health, and any needed alcohol and drug services. Program staff encourage and assist participants to obtain and maintain health insurance, obtain a primary care provider, and access immunization services. This includes publicly posting or otherwise making available information on health-related services.
    - ii) **Mainstream benefits:** Public benefits and entitlements (e.g., general assistance, SNAP, SSI/SSDI, Veteran benefits) health insurance benefits (e.g., Medi-Cal, Medicare, Covered California, etc.), childcare assistance, and other sources of cash and non-cash assistance.
    - iii) **Employment, education, and life skills:** Employment development or placement programs, including federal and state funded workforce development programs and support services.
    - iv) **Transportation:** Shuttle service, bus passes, and/or car services (e.g., taxi, Uber), to support access to community-based services and housing searches. Accommodations are made for disabled persons who are unable to access general means of transportation.
- 4) **Program-specific services:** The program directly offers additional services to support participants as they move toward more stable housing and independence, such as employment assistance, peer support services, financial education, childcare support, behavioral healthcare support, etc., consistent with the population served, evidence-based practices, and funder approval.
- 5) The program enters housing-focused case management services, services referral, and other program-specific information in HMIS according to HMIS policies and procedures.

## G) TRANSITIONAL HOUSING LEASES AND OCCUPANCY AGREEMENTS

- 1) Transitional housing participants have a signed lease, sublease, or occupancy agreement with the following requirements:
  - a) An initial term of at least one month;
  - b) Automatically renewable upon expiration, except by prior notice by either party; and
  - c) A maximum term of 24 months.

## H) TRANSITIONAL HOUSING AND INTERIM HOUSING OPERATIONS

The program adheres to the following standards for operations and facilities, unless otherwise by program funders and/or due to the nature of the program facility (i.e., certain standards are applicable to only congregate program environments).

### 1) Facilities

- a) The proper number of beds or units are provided consistent with funder and CoC/SSF agreements.
- b) The program complies with all applicable state and local building, health, environmental, and safety standards/regulations and has Building and Occupancy permits posted.
- c) The program complies with any applicable HUD requirements for habitability (e.g., interim housing funded by Emergency Solutions Grants (ESG) Program complies with minimum habitability standards for emergency shelters;



transitional housing funded by Continuum of Care (CoC) Program complies with HUD Housing Quality Standards, as applicable<sup>3, 4</sup>).

- i) The program building is structurally sound to protect residents from the elements and does not pose any threat to health and safety of the residents.
  - ii) The program provides each program participant in the program with an acceptable place to sleep and adequate space and security for themselves and their belongings.
  - iii) Each room or space within the program has a natural or mechanical means of ventilation. The interior air is free of pollutants at a level that might threaten or harm the health of residents.
  - iv) The program's water supply is free of contamination.
  - v) Each program participant in the program has access to sanitary facilities that are in proper operating condition, are private, and are adequate for personal cleanliness and the disposal of human waste.
  - vi) The program heating/cooling facilities are in proper operating condition.
  - vii) The program has adequate natural or artificial illumination to permit normal indoor activities and support health and safety. There are sufficient electrical sources to permit the safe use of electrical appliances in the program.
  - viii) Food preparation areas, if any, contain suitable space and equipment to store, prepare, and serve food in a safe and sanitary manner.
  - ix) The program is maintained in a sanitary condition.
  - x) There is at least one working smoke detector in each occupied unit of the program. Where possible, smoke detectors are located near sleeping areas. The first alarm system is designed for hearing-impaired residents. All public areas of the program have at least one working smoke detector. There is a second means of exiting the building in the event of fire or other emergency.
- d) The program facilities and housing are consistently maintained and in good repair. The general appearance of each service and residential building is well maintained. In addition to meeting habitability standards above, the program ensures:
- i) The program has a written housekeeping and maintenance plan to ensure a safe, sanitary, clean, and comfortable environment.
  - ii) Bath/toilet areas, hallways, and other common use areas are cleaned daily. The program has proper trash receptacles that are emptied regularly.
  - iii) Both the interior and exterior of the facility are free of debris, clutter, and unsanitary items and there are no obvious safety risks.
  - iv) The program ensures adequate provision of pest control services.
    - (1) The program has a protocol in place for the prevention and control of bed bugs. See [best practices related to bed-bug prevention](#).
    - (2) Twenty-four (24) hour notice is provided to participants of pest control activities unless the type and degree of infestation requires an immediate response (e.g., bed bugs).
  - v) A process for reporting maintenance concerns is posted and acknowledges that non-emergency maintenance issues reported are responded to within two days and identifies the timeframe for addressing the concern.

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<sup>3</sup> <https://files.hudexchange.info/resources/documents/ESG-Emergency-Shelter-and-Permanent-Housing-Standards.pdf>

<sup>4</sup> <https://www.hudexchange.info/homelessness-assistance/coc-esg-virtual-binders/coc-leasing-rental-assistance-requirements/codes-and-standards/>

- vi) Emergency maintenance items are immediately addressed.
- e) The program provides each person with at least a bed, a blanket, and pillow, all of which are clean and in good repair.
- f) The program has a sufficient supply of functionally clean and reasonably private toilets and hand wash basins, with hot and cold running water.
- g) The program has laundry facilities available to residents, or access to laundry facilities nearby.
- h) The program allows residents to use the program as a legal residence for the purpose of voter registration.
- i) The program provides access to safe drinking water at all times.
- j) Program staff have keys to all locks in the facility. In independent units, clients are responsible for locking their unit, but staff maintains the ability to always access the units, consistent with applicable landlord-tenant laws.
- k) The program provides towels, soap, sanitary napkins, and toilet tissues.
- l) The program provides access to electrical outlets for charging personal devices such as cell phones and medical equipment.
- m) A telephone is available to staff for emergencies. Emergency numbers are posted by the telephone or otherwise made available to staff on duty. The program takes emergency phone messages and messages from service providers for participants in residence.
- n) The program labels all chemicals and cleaning supplies and keeps all such materials out of reach of children. Any hazardous materials are stored separate from food.
- o) Exits are clearly marked and kept clear of blockage and tripping hazards. Exit signage is consistent with all applicable codes.
- p) All steps have handrails as required by applicable codes. Steps have treads or similar accommodation to prevent slipping.
- q) If the program maintains a vehicle used for participant transport, the vehicle is properly maintained, licensed and insured. All drivers are properly licensed. Provisions are made to provide equal access to transportation services to disabled participants.

## **2) Accessibility**

- a) The program conforms to all pertinent requirements of the Americans with Disabilities Act (ADA). See [ADA Checklist for Emergency Shelters](#).
- b) Beds designated as accessible comply with federal height and distance standards requiring a minimum of 36 inches between sleeping units and a sleeping surface height between 17-19 inches above the finished floor.
- c) Beds and units designated as accessible are prioritized for participants with disabilities. The program is encouraged to provide as many ADA accessible beds as possible, but it is not required or expected that all beds meet these requirements.
- d) Program documentation is provided in forms accessible to hearing-impaired and sight-impaired individuals, upon request.
- e) If the program provides transportation for participants, it also makes provisions for participants who need vehicles that are wheelchair accessible.

## **3) Food service**

- a) If the program prepares and serves meals or provides areas for participants to prepare and consume their own meals, the program has the appropriate certifications required by local authorities to prepare, serve, and store perishable food. All food storage and serving areas comply with relevant health codes.
- b) If the program serves food prepared off site by regular donors it provides donors with a handout that details the requirements for food preparation. All food donors read and sign the handout to confirm knowledge of the standards and provide current contact information.

- c) The program generally does not encourage or accept food that has been prepared off-site by intermittent donors.
- d) If meals are served, a meal schedule is posted.
- e) If meals are served or food is provided for participants to use to prepare their own meals, the program makes dietary modifications and/or provides appropriate food options based on participants' health, religious, and/or cultural practices.
- f) Food provided promotes healthy eating and meets the daily nutritional needs of all participants, with reasonable accommodations for known food allergies and dietary requirements.
- g) The program provides a table and chairs if food is served.
- h) Any snacks and meals are provided with reasonable accommodation made for known children's allergies if children are in residence. The program asks about food allergies at intake; however, it is the responsibility of parents and guardians to inform the program of children's food allergies.

#### **4) Hours/curfew**

- a) The program posts hours of operation in a visible location.
- b) The program provides facilities available to participants for sleeping for a minimum of eight hours.
- c) If the program has a curfew policy, the policy is clearly written and explained to participants at program entry. The policy is consistently enforced.
  - i) Missing a curfew cannot be a reason for denial of entry or discharge unless the late arrival compromises the health or safety of other participants or staff, or other participants right to peaceful enjoyment of the facility.
- d) The program remains open during daytime hours for client access to indoor facilities (e.g., restrooms, food, napping space for children) and personal possessions, unless prohibited by inadequate funding or space limitations.
  - i) If not open 24/7 the program makes reasonable accommodations to normal hours for illness, weather, disabilities, persons working second and third shifts, and other reasonable requests.
  - ii) If the program serves children, it permits 24-hour access to an area where children can nap, unless the program provides independent private units accessible to participants on a 24-hour basis.

#### **5) Participant mail**

- a) If the program provides mail service, any mail sent or received is not interfered with (e.g., staff opening participants' mail, not providing mail to the participants on the day it is received, etc.).

#### **6) Participant possessions**

- a) The program has a written policy that is provided upon intake as to what provision is made for securing belongings including what possessions can be held by the program at participant request such as money, medications, and vital documents.
- b) If the program holds funds or possessions on behalf of participants, this service is voluntary, the program maintains a log of items in their possession, and the funds or possessions are promptly returned upon the participant's request. The program decides how specifically to make their log, with consideration to their liability. The log tracks only those belongings that participants choose to store with the program and not all possessions brought into the program.
  - i) This does not apply to belongings abandoned by a person who does not return to the program; in that situation, the program may only keep possessions for a limited time, during which participants may return to retrieve their belongings with support and/or supervision by program staff.
- c) The program provides lockable lockers, storage trunks or make other accommodations that allow participants to securely store their belongings. Reasonable access by the participants to their belongings is provided.
  - i) Waivers of the requirement that storage space be lockable can be requested if the physical layout of the program does not allow for lockable space.

#### **7) Pets/service animals/animal care**

- a) The program has a policy regarding whether pets are allowed in the facility and/or individual units.
- b) Per ADA requirements, programs make reasonable accommodation for service animals. Additional information regarding ADA requirements for service animals from the U.S. Department of Justice is included in [ADA Requirements: Service Animals](#).
  - i) According to this guidance, emotional support, therapy, comfort, or companion animals are not considered service animals under the ADA. These terms are used to describe animals that provide comfort just by being with a person. Because they have not been trained to perform a specific job or task, they do not qualify as service animals under the ADA.
- c) Program participants are not permitted to acquire and house a pet at the program, unless such pet is a service animal as defined above.
- d) If the program allows pets, the program may establish a maximum per guest pet limit. This is included in program policies and admission documents.
- e) At minimum, if the program allows pets, the program provides OR facilitates access to kennels, animal blankets, leashes, collars, food, and water.
- f) Pet owners assume all the responsibilities for caring for their animals unless the owner is prevented from doing so by a disability or other special need. Owners are responsible for complying with local laws and requirements for pets. Owners' responsibilities include providing their animals with food and water (with program support), cleaning their animals' cages as needed and taking their dogs to a designated dog relief area. Pet owners are also responsible for administering all regular medications to their animals, apart from vaccinations.
- g) The program reserves the right to refuse admittance or otherwise require immediate removal of animals that appear too aggressive for the program to handle. Regardless of initial presenting temperament, enforcement of program rules to reduce the risk of bites and other injuries is always observed, including but not limited to:
  - i) Aggressive animals are handled only by their respective owners or trained staff members;
  - ii) All animals on program property are leashed or always confined;
  - iii) Program participants do not handle or touch pets other than their own; and
  - iv) All incidents involving aggressive animals are documented in writing prior to removal from site.

## **8) Participant medication**

- a) The program does not administer or dispense medication and does not require participants to turn over medication, unless administered by a licensed staff person as part of an on-site supportive program in which a program participant is dually enrolled.
- a) The program has a written policy regarding the possession and use of controlled substances as well as prescription and over-the-counter medication.
  - i) The program policy is explained and provided upon intake addressing provisions for securing prescription medications and participants' responsibility to store and utilize their medication safely.
- b) The program encourages participants to lock medication in secure storage areas made available to protect medication from theft.
- c) The facility has a process for secure storage of prescription medications, where applicable, and management of prescribed drugs that require refrigeration.
  - i) The program makes available a lockable storage area for medications and access to refrigeration for medications. This can include a locked box within a refrigerator that also serves other functions.

## **9) Weapons**

- a) The program has a weapons prohibition policy. Weapons include but are not limited to firearms, pepper spray, mace, and knives. The program uses discretion when determining which types of knives are prohibited.
- b) The program may, but is not required to, have a mechanism for checking and storing weapons upon entry.

## **10) First Aid/CPR (including Mental Health/Substance Use Disorder First Aid)**

- a) The program has available a first aid kit and supplies in case of a medical emergency and it is accessible to staff and residents, stocked with sufficient supplies to handle multiple occurrences.
- b) All staff on duty have access to a telephone. Emergency telephone numbers are posted conspicuously near the telephone.
- c) The program has at least one staff person on duty who is trained in standard emergency first aid and evacuation procedures.
- d) The program has a procedure for making referrals to appropriate medical providers.
- e) The program has multiple Narcan kits and fentanyl test strips available for use by trained staff to use for life-saving purposes.

#### **11) Universal precautions and infectious disease control, reporting**

- a) The program has a written policy regarding the control of infectious diseases, such as HIV, tuberculosis (TB), COVID-19, and Influenza, including on-site quarantine and isolation protocols, when needed.
- b) The program has proper sharps disposal and has a written policy in place governing protocols related to universal precautions.
- c) The program reports any suspicion of infectious disease within the program or when suspect or detected among any program participant. For information about how and when to report, visit [Electronic Disease Reporting](#).
- d) An infectious disease that significantly increases the risk of harm to other participants may be a reason for denial or discharge.
  - i) Participants with lice or scabies or exhibiting symptoms of TB are allowed to stay in the program unless the disease or infestation cannot be appropriately contained (e.g., due to close quarters of facility), in which case those participants may be discharged and referred to a health care provider for treatment.
  - ii) Noncompliance with treatment or containment measures that endanger other participants may be cause for discharge.
- e) Programs comply with [California Code of Regulations, Title 8, Section 5199](#), regarding Aerosol Transmissible Diseases (ATD) control and worker and client safety expectations.
  - i) For additional guidance on this regulation and for information regarding best practices for control of infectious disease, please also refer to [Preventing Tuberculosis \(TB\) in Homeless Shelters](#) published by the Los Angeles County Department of Public Health.

#### **12) Smoking**

- a) The program prohibits smoking indoors and reasonable efforts are made to prevent smoke from entering buildings. No smoking should be allowed within 20 feet of the program unless this is infeasible due to the layout of grounds.
- b) The program follows all applicable laws regarding smoking in public areas.
- c) As feasible, the program provides participants with access to designated smoking areas after curfew.

#### **13) Drug/alcohol use/possession**

- a) The program has a policy prohibiting the possession, use or distribution of alcohol or illegal drugs on the premises. If alcohol or drugs are found, participants are given the opportunity to dispose of the prohibited substance or leave the program for that night if they do not wish to dispose of the prohibited substance.
  - i) A violation of this policy cannot be a reason for discharge unless the violation compromises the health or safety of other participants or staff.
- b) Admission, discharge, and service restriction policies are not based on substance use or possession alone.
- c) Drug testing of participants is prohibited unless the testing is part of an agreed upon treatment plan with the participant and approved by funders and the CoC/SSF.
  - i) Submission to drug testing cannot be a requirement for residency and refusal to participate in drug testing cannot be the basis for involuntary discharge.

- d) Being under the influence of alcohol or drugs on-site is not a sole basis for involuntary discharge, unless there is also behavior that compromises the health and safety of other participants or staff.

#### **14) Child/elder abuse and duty to warn reporting**

- a) The program reports abuse, including child abuse, elder abuse, and endangerment according to local, state and federal law.
- b) Legal requirements for reporting abuse extend beyond those staff whose licensure or role obligates them as a mandated reporter or with a duty to warn and includes all staff who provide direct services for clients.

#### **15) Staff and visitor identification**

- a) At minimum, all program staff and volunteers wear an identification badge that includes the individual's name. Staff and volunteers may also wear attire with the agency name and/or logos for more ready identification.
- b) All visitors provide valid identification when entering the building, sign into a visitors log and leave the identification or a copy of identification at the front desk during their stay.

### **I) PROGRAM TRANSFERS**

- 1) The program does not transfer participants to other programs arbitrarily, as a punitive measure, or without the participant's consent. The program may however arrange for a participant to move to a different program, with the consent of the participant, if a determination is made by both programs that an alternative setting is likely to better meet the needs of the participant.
- 2) If the program participates in CAS, shelter transfers are managed according to [CAS shelter transfer policy and procedures](#).

### **J) PROGRAM EXIT**

- 1) All program exits are conducted by the program in a trauma-informed manner utilizing a harm-reduction approach, and in a manner that is compliant with all applicable disability laws, including requirements for reasonable accommodation, as well as landlord-tenant law, as applicable.
  - a) **Interim housing programs only:**
    - i) The program is compliant with [California State law](#) pertaining to occupancy in and termination from program programs, including any "city-, county-, continuum of care-, state-, or federally funded shelter, interim housing, motel voucher, or emergency shelter program in which the city, county, continuum of care, state, or federal governmental entity retains an oversight and accountability role in ensuring compliance with program regulations and proper program administration." Relevant aspects of state law are incorporated below or via reference.
    - ii) Only the following reasons may be used as a basis for involuntary exit from the program, and must occur on the program's premises or otherwise indicate an imminent threat to the health and safety of people at the program:
      - (1) Sexual assault and/or verbally or physically threatening behaviors that rise to the level of a "direct threat" to persons or property, as defined in paragraph (3) of subdivision (b) of Section 12179 of Title 2 of the Code of California Regulations;
      - (2) Physical violence to staff or other program participants;
      - (3) Direct observation of participant engaging in illegal activity onsite;
      - (4) Possession of an illegal weapon at the facility;
      - (5) Theft;
      - (6) Destruction of property;
      - (7) Restraining order precluding continued residence;
      - (8) Presence of infectious disease that significantly increases the risk of harm to other participants;



- (9) Individual requires care and supervision to manage their activities of daily living (feeding, toileting, selecting proper attire, grooming, maintaining continence, putting on clothes, bathing, walking and transferring) without appropriate supports available onsite.

(a) Individuals discharged due to care and supervision needs cannot be discharged to the streets.

**b) Transitional housing programs only:**

- i) The program may terminate assistance when a participant violates the terms of their lease or occupancy agreement.
  - ii) If the program terminates services for reasons other than lease or occupancy agreement violations, it provides evidence that it considered extenuating circumstances and made significant attempts to help the participant continue in the program. This includes a formal process, recognizing the rights of the individual's receiving assistance under the due process of law. This process, at a minimum, must consist of:
    - (1) Providing the participant(s) with a written copy of the program rules and the termination process before the client(s) begins receiving assistance and keep a copy signed by the client in the file.
    - (2) Written notice to the participant containing a clear statement of the reasons for termination.
    - (3) Review of the decision, in which the participant(s) can present written or oral objections before a person other than the person who approved the termination decision.
    - (4) Prompt written notice of the final decision to the participant.
    - (5) The program provides this information to participants at the beginning of the program and if/when the termination of services occurs with a signed copy kept in the client file.
      - (a) If it is infeasible to provide the procedure at the time of discharge (e.g. the participant is being removed by law enforcement) this requirement may be waived; however, if the participant returns subsequently to the facility, the grievance procedure must be provided.
- 2) Termination does not bar the program from providing further assistance later to the same individual or family unless said participant is a clear and present health or safety risk to staff or other participants.
    - a) All service restrictions require CoC/SSF approval, must be for a defined period of time, and must be appealable according to agency and CoC/SSF policies and standards.
  - 3) The program does not terminate participants from services because of entry into an institution (medical, mental health, substance abuse, jail).
    - a) The program maintains open units for individuals and families who are institutionalized for a maximum of 90 days.
  - 4) Participants may be involuntarily exited for refusing multiple housing opportunities only after every effort is made and opportunity offered to engage the participant in housing-focused services; however, evidence must be present that program staff actively attempted to engage the participant in services designed to support program exit to stable housing with consideration given to each participant's barriers to engagement and in accord with evidence-based practices (e.g., motivational interviewing).
  - 5) Unless the participant poses an immediate threat to the health and safety of other participants and/or staff members, the program avoids involuntarily exiting participants at night and allows for appeal prior to program exit.
    - a) Supervisors review and approve any nighttime discharges. During hours that there is no supervisor on site, there is a supervisor available on call to approve discharge decisions. Approval may be given verbally and in all cases is documented in case notes and in HMIS according to HMIS and CAS policies and procedures.
  - 6) The program has a written policy for the storage of belongings after a participant exits, which includes storage of belongings for at least five (5) working days after participant exits and a clear process for discharged participants to reclaim their possessions. A copy of the policy is provided to all participants at intake.

## **K) AFTERCARE SERVICES**

- 1) The program ensures a continuity of services to all exiting participants. The program provides these services directly or through referrals to other agencies.

- 2) The program can provide services to former participants for up to six months after exiting to assist in the household's transition to independent living as program funding and capacity allow and as desired by former participants.
  - a) The program attempts to follow up with participants through verbal or written contact at least once after the participant exits services, which may include identification of additional needs and referral to other agencies and community services.
- 3) The program prioritizes the development of exit plans for each participant to ensure continued permanent housing stability and connection to community resources, as desired.

## 7) RAPID REHOUSING AND OTHER REHOUSING ASSISTANCE

### A) PURPOSE OF RAPID REHOUSING AND OTHER REHOUSING ASSISTANCE

- 1) **Rapid rehousing (RRH)** programs provide (directly and/or via service partnership) housing search and placement, time-limited financial assistance, and housing-focused case management for individuals and families who are literally homeless. RRH programs help households secure private rental market housing, where the lease is initially or eventually between the landlord and the program participant following conclusion of housing stabilization services. RRH assistance may be used as a bridge to or as a means to help people access other ongoing subsidized housing and services (e.g., permanent supportive housing). RRH assistance for eligible participants is typically limited to a specific number of months based on program funding sources.
- 2) **Other rehousing assistance** includes non-RRH programs that offer similar assistance as RRH or complementary assistance (e.g., CalAIM funded Community Supports for housing transition and navigation services). Rehousing assistance includes but is not limited to: individualized support for housing planning, search, and placement assistance; accessing temporary financial assistance for move-in and rent costs; and directly providing or assisting to access housing-focused case management and coordination. Rehousing programs help households secure private rental market housing, where the lease is initially or eventually between the landlord and the program participant following conclusion of housing stabilization services. Rehousing assistance may be used as a bridge to or as a means to help people access other ongoing subsidized housing and services (e.g., permanent supportive housing).

### B) KEY PERFORMANCE INDICATORS

- 1) Key performance indicators for **rapid rehousing** and **other rehousing assistance** programs include, but are not limited to:
  - Active caseload rate (%)
  - Average engagement time
  - Average length of shelter stay
  - Average length of time to housing move-in
  - Average length of participation
  - Successful outcomes (#, %)
  - Successful housing outcomes (#, %)
  - Negative exits (%)
  - Returns to homelessness (recidivism) (%)
  - Increase in non-employment cash income
  - Increase in employment income
  - Cost per household

### C) STAFFING REQUIREMENTS

- 1) Staff providing or supervising program services complete training as indicated in Section 2: General Standards and the following trainings on an annual basis:
  - a) Housing problem solving and other complementary crisis intervention approaches.
  - b) Housing-focused case management approaches and standard practices.
  - c) Community prevention and housing stabilization resources and referral protocols.
  - d) Outreach, shelter, and other crisis response services and referral protocols.
  - e) Fair housing, landlord/tenant law, rights and responsibilities.
  - f) Home visitation safety and ethics.

- g) Program financial and rental assistance requirements and uses, including but not limited to initial and ongoing eligibility criteria, program requirements, and assistance maximums.
- 2) The program has routine ways to keep staff regularly updated on new strategies, policies, and housing assistance options in the community, including related housing assistance eligibility criteria, referral, and application processes.
- 3) Direct service staff provide screening, intake/assessment, housing problem solving, access to financial assistance, including connection to community and mainstream resources, and time-limited housing-focused case management and stabilization assistance.
- 4) Each full-time equivalent direct service staff providing housing-focused case management (i.e., individualized rehousing assistance) generally has an active caseload of not more than 25 households.
- 5) The program designates staff or partners with a third-party provider whose responsibility is to identify and recruit landlords and encourage them to rent to homeless households served by the program.
  - a) Staff working with landlords have the knowledge, skills, and agency resources to understand landlords' perspectives, understand landlord and tenant rights and responsibilities, and negotiate landlord supports.
  - b) A program may have dedicated staff for whom this is the primary responsibility. If a program does not have a dedicated staff person(s) or does not partner with a third-party provider, then case managers fulfill this function, with responsibilities including landlord recruitment and negotiation.

#### D) PROGRAM ACCESS

- 1) Programs are accessed via referral from CAS, including 211 and affiliated CAS access points, emergency shelters, and/or other referral pathways approved by program funders. Referral partners use standard screening criteria and triage tools to identify and refer potentially eligible households.
- 2) Referrals to rapid rehousing and other rehousing assistance programs are responded to within 2 business days.
- 3) Programs use standardized, brief screening questions approved for CAS to determine household needs and eligibility.

#### E) ELIGIBILITY AND PRIORITIZATION

- 1) Eligible households meet the criteria in categories (1) or (4) of the federal homeless definition. Eligibility documentation requirements vary depending on which criteria are met.
- 2) The program recertifies participant eligibility every 12 months, including documentation of household income below 30% of Area Median Income, which is an eligibility requirement for assistance beyond 12 months.
- 3) Clients enrolled in PSH and RRH maintain their homeless and chronic status prior to housing move-in regardless of current residence, but do not accrue homeless time unless they are verifiably literally homeless. If a client is enrolled in a PSH or RRH program, they retain eligibility for that PSH or RRH program, regardless of where they reside between program enrollment and move-in. (i.e., homeless time no longer accrues once placed in housing, even though homeless and chronic status remain valid while enrolled in RRH).
  - a) After a client has been enrolled in a PSH or RRH program, they can stay with friends/family or in a hotel/motel without losing PSH or RRH eligibility for the program they have been enrolled in. The PSH or RRH program must document enrollment and program eligibility, including homelessness documentation at enrollment in the respective program.
- 4) Prioritization for rapid rehousing and other rehousing assistance, when needed, is given to households as determined for CAS.

#### F) RAPID REHOUSING ASSISTANCE

- 1) **Assessment:** A collaborative, housing-focused assessment is conducted to determine each household's situation including current household safety, housing conditions, options and resources via a housing problem-solving conversation and screening/assessment/intake within 72 hours of program enrollment. Other assessments completed prior to housing are limited and focus on those things necessary to support the immediate or otherwise critical health and safety needs of participant household members while resolving the housing crisis as quickly as possible.

- 2) **Housing problem solving (HPS):** HPS is used as the primary form of assistance to help participants secure new temporary or permanent housing through non-financial means such as conflict resolution, landlord/tenant mediation, information and referral, and use of the household's natural supports. Housing problem solving and other resources are used prior to offering additional support services and/or financial assistance.
- 3) **Housing-focused case management:** Participants are offered, but not required to participate in services that they need to attain and stabilize in permanent housing.
  - a) While all participants are expected to be actively working toward obtaining permanent housing or other appropriate next-step placement (e.g., treatment) as a program eligibility condition, when a participant is not progressing toward resolving their housing crisis and declines or does not engage in re-housing assistance, including housing-focused case management, program staff use evidence-based assertive engagement, motivational techniques, and other strategies to build rapport, trust, and an understanding of how best to support the participant to resolve their housing crisis.
  - b) Housing-focused case management is provided by program staff consistent with CAS Policies and Procedures for rehousing assistance. Assistance is provided on a regular basis and the program routinely documents the content and outcome of case management meetings.
    - i) Services are available during normal business hours. After-hours requests are directed to other available assistance, including 211/CAS, as needed. Evening and weekend hours are strongly encouraged.
    - ii) Staff provide services over the phone or in-person at authorized service locations.
  - c) **Core housing-focused case management services include:**
    - i) Development of an individualized housing plan based on the housing-focused assessment that accounts for client preferences and abilities and addresses housing barriers related to income, credit, rental history, criminal history, and other conditions or circumstances presenting a barrier to housing, along with other immediate service needs and supports.
      - (1) The plan identifies the support and services the program and program service partners will provide to help individuals find and keep permanent housing and address other critical and immediate service needs.
      - (2) The plan accounts for participant preferences/choices and includes only goals created with and agreed to by the participant.
      - (3) Though income is not a requirement at the beginning of a program, case managers help participants review their budgets, including income and spending, to make decisions about reducing expenses and increasing income. Options include benefit enrollment and increasing employment and earnings over time.
    - ii) Assistance with meeting basic needs upon move-in to new housing, such as securing basic furnishings for an apartment, including mattresses and basic kitchen items such as a pot for cooking and utensils.
    - iii) Assistance with basic tenancy skills and learning opportunities that can include instruction or guidance on basic landlord-tenant rights and responsibilities, requirements, and prohibitions of a lease, and meeting minimum expectations for care of the housing unit, such as not causing damage.
      - (1) As needed, program staff work directly with the participant and landlord to resolve tenancy issues (e.g., failure to pay rent, unit damage, disturbing quiet enjoyment of others) when they occur to maintain the participant's tenancy.
      - (2) The program works quickly to identify a corrective course of action, and, without breaking a participant's confidentiality, keeps the landlord and participant informed about the program's action to mitigate the situation.
    - iv) Screening and assistance to access other community and mainstream housing assistance, public benefits, services, and resources for which they qualify.
    - v) Additional housing stabilization assistance as needed and desired, such as access to legal services for tenants facing eviction, landlord mediation services, housing relocation support, and referrals to code enforcement, public health or other agencies when housing conditions may be unhealthy or potentially unsafe.

- (1) The program has resources and/or is able to connect participants to other community resources that help participants resolve or navigate tenant problems (e.g., rental and utility arrears, unit upkeep).
- d) The program has clearly defined relationships (e.g., via a written Memorandum of Understanding (MOU)) with healthcare, employment, income, and other mainstream and community programs and resources that it can connect program participants to when appropriate and desired.
- e) Except where dictated by a funder, program participants typically direct when, where, and how often case management meetings occur. Meetings occur in a participant's home and/or in a location of the participant's choosing whenever possible and with consideration for staff safety and the appropriateness of the location.
  - i) Staff respect a program participant's home and maintain ethical boundaries at all times, including scheduling appointments ahead of time, only entering when invited in, and respecting the program participant's personal property and wishes while in their home.
- 4) **Housing navigation and landlord engagement:** The program or the program's housing navigation/landlord engagement partner offers individualized housing navigation for participants needing to secure safe, stable housing.
  - a) The program has detailed policy and procedures regarding the type of assistance provided to help households find and secure housing, including when relocation from current housing is needed.
    - i) Staff explain and distribute this policy to households at entry to the program.
    - ii) Some households may decline assistance in finding housing, but the program checks their progress and offers advice and/or direct assistance if they encounter obstacles they cannot resolve independently.
  - b) **Core housing navigation services include:**
    - i) Housing location and counseling services to identify the most appropriate housing placement, including connection with private and public owners and rental agencies willing to provide permanent housing to participants.
      - (1) Program participants may conduct their own search and choose housing they identify independently.
      - (2) Program participants are assisted in making an informed housing choice with the goal that the participant will be able to maintain housing after program exit, even when the household may experience high housing cost burden.
      - (3) Program participants are offered multiple housing choices that meet their preferences, needs, financial means pay for housing, and match the tenant selection criteria for the housing.
        - (a) Program participants are offered information, referral, and application support to apply for any and all forms of subsidized and affordable housing the participant may potentially qualify for and according to participant preferences and needs.
        - (b) The program honors participant choice in housing selection and uses housing and budgeting plans with participants to help examine housing options, costs, and strategies for maintaining housing post-program exit.
          - (i) For extremely low-income households, there is due diligence on the program's part to help participants secure income (through employment, public benefits, and/or on-going rental assistance) to support housing and other costs by program exit.
          - (ii) Program participants are assisted in exploring and facilitating *shared housing* opportunities in community-based housing or through master-leasing.
    - ii) Assistance with obtaining needed documentation, completing housing applications, appealing application rejections, and negotiating rental agreements.
    - iii) Assistance with the move-in process, including identifying resources for basic furnishings, accessibility modifications, or other expenses.
    - iv) Support in understanding basic landlord-tenant rights and responsibilities and lease requirements.



- c) The program has written policies and procedures for landlord recruitment activities, including screening out potential landlord partners who have a history of poor compliance with their legal responsibilities and fair housing practices.
- d) **Core landlord engagement services include:**
  - i) Continual engagement, recruitment and retention of landlord partners and methods of tracking landlord partners and unit vacancies, unit locations, characteristics, and costs.
  - ii) A standard, basic level of support offered to all landlords who lease to program participants.
    - (1) This support is detailed in a written policy or other descriptive material distributed to landlords. Programs can negotiate additional supports, as needed, on a case-by-case basis.
  - iii) Timely response (e.g., within one business day) by program staff or a service partner to address landlord calls about serious tenancy problems and to offer support to resolve conflicts around lease requirements, complaints by other tenants, and timely rent payments.
  - iv) In the case of households at risk of eviction, pro-active attempts to secure commitment from landlords not to pursue eviction/canceling of the lease after payment. Whenever possible, programs negotiate move-out terms and assist the person/household to quickly locate and move into another unit without an eviction in coordination with landlord partners.
- g) **Financial and rent assistance:** The program or the program's financial and rent assistance partner provides financial assistance for housing costs, which may include security deposits, utility deposits, short- and medium-term rental assistance payments, rent arrears, utility arrears, and rental application fees, subject to funding limitations, requirements, and availability.
  - i) The program has established maximum amounts and maximum number of times a participant may be assisted within a given period (such as applications per year) in accordance with the standards below, funding requirements and limitations, and evidence-based, progressive assistance practices.
    - (1) When providing temporary financial assistance, the program takes into consideration whether the participant's housing situation is likely to be sustainable after support is received. Concern that the situation may not be sustainable in the long-term is not a basis for refusing assistance but may be used to recommend or require creation of a housing stability plan with goals for income increases, cost decreases and/or location of alternative housing.
    - (2) The program has clearly defined policies and procedures for determining the amount of financial assistance provided to a participant, as well as defined and objective standards for when case management and financial assistance should continue and end.
      - (a) Guidelines are flexible enough to respond to the varied and changing needs of program participants, including when participants enter the program or subsequently have zero income. An individualized, flexible ("progressive") approach is used whenever possible to determine the amount and duration of rent and financial assistance. Assistance is not a standard "package" and is flexible enough to adjust to households' unique needs and resources, especially as participants' financial circumstances or housing costs change.
      - (b) Policies detailing this progressive approach include clear and fair decision guidelines and processes for reassessment for the continuation and amount of financial assistance.
      - (c) Policies and procedures also detail when and how assistance is used as a bridge to a permanent subsidy (e.g., Housing Choice Voucher).
    - (3) The program has the capacity to pay reasonable back rent and utility arrears that directly prevent a participant from being able to sign a lease.
    - (4) If participants are expected to pay an amount toward their housing, the program has written policy and procedures for determining that amount, and it is an amount that is reasonable in relation to participant income.

- (5) Each program participant receiving rental assistance has a legally binding, written lease for the rental unit, unless the assistance is solely for rental arrears. The lease is between the owner and the program participant, unless otherwise allowed by program funders (e.g., master lease arrangements).
- (6) Participants receiving more than one-month rental assistance are required to meet with their case manager at least once per month.
- (7) Financial and rental assistance are offered progressively and as needed. Reassessment and adjustment of rental assistance occurs at least every three months.
- (8) The program issues checks quickly and on time and has the capacity to track payments to landlords and other vendors.
- (9) Rental assistance is only provided if the total rent for the unit does not exceed the fair market rent (FMR) established by HUD and complies with HUD's standard of rent reasonableness, unless a waiver is in effect allowing for rents to exceed FMR.
- ii) Rental assistance agreements are required and used when providing rental assistance payments to a landlord.
  - (1) The rental assistance agreement must provide that, during the term of the agreement, the owner must give the rehousing agency a copy of any notice to the program participant to vacate the housing unit or any complaint used under state or local law to commence an eviction action against the program participant. In such instances, program will respond to assist participants to avoid eviction and concurrently communicate with the landlord to address concerns.
  - (2) The rental assistance agreement with the landlord must terminate and no further rental assistance payments under that agreement may be made if:
    - (a) The program participant moves out of the housing unit for which the program participant has a lease;
    - (b) The lease terminates and is not renewed; or
    - (c) The program participant becomes ineligible to receive rental assistance.
  - (3) Each program participant receiving rental assistance must have a legally binding, written lease for the rental unit, unless the assistance is solely for rental arrears. The lease must be between the owner and the program participant.
- h) Program participant eligibility and the types and amounts of assistance the program participant needs are re-evaluated and documented in the participant case file at least once every three months.
  - i) Case review and conferencing is used to guide progressive assistance (i.e., ongoing adjustment to type, amount, duration of assistance based on needs relative to obtaining and maintaining housing and achieving housing stability).
  - i) For federal ESG Program-funded assistance only: When services are provided under the homelessness prevention component to help a program participant remain in or move into permanent housing, the ESG minimum habitability standards for housing units (including lead-based paint) apply to either the current unit (if the program participant is staying in place) or to a new unit (if the program participant is moving).
- 2) For ESG-Funded rental assistance or Housing Relocation and Stabilization Services and for other non-federally funded assistance when indicated by a local funder:
  - c) Program participant eligibility and the types and amounts of assistance the program participant needs must be re-evaluated and documented in the participant case file not less than once every three months.
  - d) Eligible participants may receive up to 24 months of rental assistance during any 3-year period.
  - e) Participants must have a written lease to receive rental assistance.
  - f) Participants receiving more than one-month rental assistance are required to meet with their case manager at least once per month.
  - g) Participants are required to contribute 30% of their monthly adjusted income towards rent at minimum and seek to take on full rent as quickly as possible.

- h) Rental assistance is only provided if the total rent for the unit does not exceed the fair market rent (FMR) established by HUD and complies with HUD's standard of rent reasonableness, unless a waiver is in effect allowing for rents to exceed FMR.
- i) The program complies with all other applicable ESG Program and/or CoC Program requirements for financial and rental assistance.

## **G) PROGRAM EXIT**

- 1) Standard indicators of housing stability and crisis resolution are used to guide case closure decisions and account for participant preferences, lease-compliance, ability to pay housing costs, other conditions or issues that may affect housing stability in the near-term, and the related need for further assistance.
- 2) Program supervisors review and approve all decisions for case closure and program exit.
- 3) When closing a case, information is provided to participants about how they can access assistance from the program again if needed and what kind of follow-up assistance may be available.
  - a) In instances when a participant is at imminent risk of returning to homelessness, the program has the capacity to either directly intervene or provide referral to another prevention resource.
- 4) When closing a case, information is provided to landlords about how they can contact the program again if needed and what kind of follow-up assistance may be available.
- 5) For ESG-Funded rental assistance or Housing Relocation and Stabilization Services and for other non-federally funded assistance when indicated by a local funder:
  - a) Program participant eligibility and the types and amounts of assistance the program participant needs must be re-evaluated and documented in the participant case file not less than once every three months.
  - b) Eligible participants may receive up to 24 months of rental assistance during any 3-year period.
  - c) Participants must have a written lease to receive rental assistance.
  - d) Participants receiving more than one-month rental assistance are required to meet with their case manager at least once per month.
  - e) Participants are required to contribute 30% of their monthly adjusted income towards rent at minimum and seek to take on full rent as quickly as possible.
  - f) Rental assistance is only provided if the total rent for the unit does not exceed the fair market rent (FMR) established by HUD and complies with HUD's standard of rent reasonableness, unless a waiver is in effect allowing for rents to exceed FMR.
  - g) When terminating assistance to a program participant, the program at a minimum, follows a process that provides:
    - i) Written notice to the program participant containing a clear statement of the reasons for termination;
    - ii) A review of the decision, in which the program participant is given the opportunity to present written or oral objections before a person other than the person (or a subordinate of that person) who made or approved the termination decision; and
    - iii) Prompt written notice of the final decision to the program participant.

## 5) PERMANENT SUPPORTIVE HOUSING

### A) PURPOSE OF PERMANENT SUPPORTIVE HOUSING

- 1) **Permanent supportive housing (PSH)** programs include single site and scattered site rental housing with a permanent subsidy and supportive services for individuals and families who are homeless and have at least one household member with a disabling condition. PSH Programs include supportive services that are designed to meet the needs of the program participants. PSH Programs may include dedicated beds/units for people who are chronically homeless, youth, survivors of domestic violence, Veterans, and other subpopulations.

### B) KEY PERFORMANCE INDICATORS

- 1) Key performance indicators for **permanent supportive housing** programs include, but are not limited to:
  - Utilization (occupancy) rate (%)
  - Average length of participation
  - Successful outcomes (#, %)
  - Successful housing outcomes (#, %)
  - Negative exits (%)
  - Returns to homelessness (recidivism) (%)
  - Increase in non-employment cash income
  - Increase in employment income
  - Cost per household
  - Cost per unit

### C) STAFFING REQUIREMENTS

- 1) Staff providing or supervising program services complete training as indicated in Section 2: General Standards and the following trainings on an annual basis, as applicable to the staff member's role (e.g., service coordinator, peer specialist, activities coordinator):
  - a) Housing problem solving and other complementary crisis intervention approaches.
  - b) Housing-focused case management approaches and standard practices.
  - c) Community prevention and housing stabilization resources and referral protocols.
  - d) Fair housing, landlord/tenant law, rights, and responsibilities.
  - e) Home visitation safety and ethics.
  - f) Program financial and rental assistance requirements and uses, including but not limited to initial and ongoing eligibility criteria, program requirements, and assistance maximums.
- 2) Program has documented routine ways to keep staff regularly updated on new strategies, policies, and housing assistance options in the community, including related housing assistance eligibility criteria, referral, and application processes.
- 3) Direct service staff provide screening, intake/assessment, housing problem solving, access to financial assistance, including connection to community and mainstream resources, and time-limited housing-focused case management and stabilization assistance.
- 4) The maximum on-site direct service staff (e.g., case manager) to resident ratio is generally 1:25. Direct service staff to client ratios may be lower or higher, depending on the resident population. For example, newly leasing up Programs and/or Programs with higher proportion of vulnerable residents with higher service needs should have ratios lower than 1:25, while established Programs with lower service need residents may have ratios that are higher than 1:25.

- 5) The program designates staff or partners with a third-party provider whose responsibility is to identify and recruit landlords, if applicable, and encourage them to rent to homeless households served by the program.
  - a) Staff working with landlords have the knowledge, skills, and agency resources to understand landlords' perspectives, understand landlord and tenant rights and responsibilities, and negotiate landlord supports.
  - b) A program may have dedicated staff for whom this is the primary responsibility. If a program does not have a dedicated staff person(s) or does not partner with a third-party provider, then case managers fulfill this function, with responsibilities including landlord recruitment and negotiation.

## **D) PROGRAM ACCESS**

- 1) PSH programs participate in and receive all referrals for homeless dedicated units from CAS unless otherwise exempted by funders and CoC/SSF.
- 2) Homeless dedicated units in PSH programs are accessed via referral from CAS, including 211 and affiliated CAS access points, emergency shelters, and other referral pathways approved by program funders. Referral partners use standard screening criteria and triage tools to identify, prioritize, and refer potentially eligible households.
- 3) PSH programs have a Tenant Selection Plan that specifies the number of homeless dedicated units (or vouchers, if scattered site), including the subset of units dedicated for people experiencing chronic homelessness.
  - a) The Tenant Selection Plan specifies the basis for which an applicant would be considered ineligible, including the specific legal, financing, and/or health and safety justification for each ineligibility condition (e.g., exclusions for people who have a prior felony conviction for arson within a specified period).
  - b) There is a written procedure for consideration of any tenant selection plan exceptions the program is able to provide exception for.
- 4) PSH programs provide an expedited admission process to the greatest extent possible, including but not limited to:
  - a) Responding to PSH referrals within 2 business days.
  - b) Not requiring applicants to participate in more than two interviews, apart from what may be required by program housing assistance sources (e.g., Housing Choice Voucher);
  - c) Not requiring application-related fees or providing assistance to pay for application fees (i.e., in no instance is inability to pay a barrier).
  - d) Expediting admissions decisions and seeing to admit new participants within a few days (if eligible and if an opening is available or forthcoming).
  - e) Assisting applicants with obtaining necessary documentation.
- 5) PSH programs use standardized, brief screening questions approved for CAS to determine household needs and eligibility.
- 6) Wherever possible, PSH programs facilitate and support shared housing arrangements to support affordable tenancy and housing stability, consistent with federal, state, and local law, best practices, and client preferences.
- 7) During the admissions process, prospective applicants have the same client rights as enrolled PSH clients.
  - a) The program gives program applicants a copy of the clients' rights document, information about appeals, and admission decision with application materials.
  - b) Applicants who submit incomplete applications are provided a written description of information needed to complete the application, timeframe for completion, and are provided assistance by their case manager or program staff and/or referral sources as needed.

## **E) ELIGIBILITY AND PRIORITIZATION**

- 1) PSH programs with homeless dedicated units serve households who meet the following eligibility criteria and provide necessary documentation to establish eligibility per details below.

- a) **Homeless status:** Prospective applicants must be literally homeless residing in emergency shelter, transitional housing (only in limited circumstances), or place not meant for human habitation, according to criteria in paragraph (1) or (4) of the federal homeless definition. Prospective Applicants must have documentation of their homeless status and the length of time they have experienced homelessness, consistent with CAS policies and procedures.
  - b) **Disability:** Prospective Applicants must have documentation of a certified disability. For households that are not chronically homeless per HUD definition, at least one household member must be disabled, including minor children in the household. Households that are chronically homeless per HUD definition must have a head of household that is disabled. The head of household may be a minor if no adult is present in the household (see Appendix A).
    - i) A certification of disability is required for each permanent supportive housing household.
    - ii) The certification of disability must be signed by a professional licensed by the State of California qualified to treat the disabling condition and must be issued not more than 180 days prior to the household's entry into the program.
    - iii) If the certification of disability is not available, a written Social Security Administration verification or copies of a disability check are acceptable (except Survivor's Benefits or Social Security Retirement).
  - c) **Proof of identity, Social Security Number:** Prospective Applicants must have verification of each adult household member's identity and social security number.
  - d) **Citizenship or naturalization:** Prospective Applicants must be a United States (U.S.) citizen or national or noncitizen with eligible immigration status in accordance with HUD Notice H-95-55.<sup>5</sup> Supporting documentation includes: (1) U.S. birth certificate or DD-214 (Veterans), (2) U.S. passport, (3) U.S. certification of naturalization, (4) U.S. permanent resident card or arrival-departure record. For certain PSH programs, eligibility related to citizenship or naturalization status may vary.
  - e) **Household composition:** Prospective Applicants must have documentation of household composition (e.g., custodial verification) when there are minor and/or dependent children in the household.
  - f) **Income:** Prospective applicant household income cannot exceed 30% of Area Median Income (AMI) for the household size (HUD defined "extremely low income,").
  - g) **Residency:** Prospective Applicants must be residents of Sacramento County, California. This includes people currently residing in unsheltered and sheltered locations within Sacramento County.
  - h) Additional eligibility criteria established by the PSH provider program, which may be dependent on household income, and other legally permissible funder requirements.
- 2) Prioritization for PSH assistance is determined based on prioritization protocols and tools specified in the CAS Manual. In general, PSH Programs seek to prioritize people who are experiencing chronic homelessness as defined by HUD (see Appendix A).
- a) Chronic homelessness verification requires documentation that the homeless occasion was continuous, for a 12-month period without a break in living or residing in a place not meant for human habitation or in an emergency shelter OR evidence that the household experienced at least four separate homeless episodes in the last 3 years where those occasions cumulatively total at least 12 months. A break is considered at least seven or more consecutive nights not residing in a place not meant for human habitation or in shelter. For Verification of Street Homelessness, a single documented encounter with an authorized outreach provider, on a single day within one month is sufficient to document a household as homeless for that month. This is distinct from calculating the total number of days a household is unsheltered, which is based on the sum total of days homeless during a specific episode of homelessness.

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<sup>5</sup> Exception may be allowed for certain units funded with private or local government funds.



- 3) PSH providers may deny an eligible Prospective Applicant for any legally permissible reason as outlined in the Housing Provider's Tenant Selection Plan.
- 4) Clients enrolled in PSH and RRH maintain their homeless and chronic status prior to housing move-in regardless of current residence, but do not accrue homeless time unless they are verifiably literally homeless. If a client is enrolled in a PSH or RRH program, they retain eligibility for that PSH or RRH program, regardless of where they reside between program enrollment and move-in. (i.e., homeless time no longer accrues once placed in housing, even though homeless and chronic status remain valid while enrolled in RRH).
  - c) After a client has been enrolled in a PSH or RRH program, they can stay with friends/family or in a hotel/motel without losing PSH or RRH eligibility for the program they have been enrolled in. The PSH or RRH program must document enrollment and program eligibility, including homelessness documentation at enrollment in the respective program.

**6) Violence Against Women Act (VAWA):**

- a) An applicant for assistance or tenant assisted under a covered housing program may not be denied admission to, denied assistance under, terminated from participation in, or evicted from the housing on the basis or as a direct result of the fact that the applicant or tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the applicant or tenant otherwise qualifies for admission, assistance, participation, or occupancy.
- b) A tenant in a covered housing program may not be denied tenancy or occupancy rights solely on the basis of criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking if:
  - i) The criminal activity is engaged in by a member of the household of the tenant or any guest or other person under the control of the tenant, and
  - ii) The tenant or an affiliated individual of the tenant is the victim or threatened victim of such domestic violence, dating violence, sexual assault or stalking.
- c) All leases or rental assistance contracts must include VAWA protections. Except for tenant-based rental assistance, this includes the right to break the lease without penalty if the tenant qualifies for an emergency transfer. See section below: Emergency Transfer for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking.

## **F) PERMANENT SUPPORTIVE HOUSING ASSISTANCE**

- 1) Service participation is voluntary, unless otherwise required or authorized by program funders, including as part of an eviction prevention plan.
- 2) **Assessment:** A collaborative, housing-focused assessment is conducted to determine each household's situation within 72 hours following housing move-in, and at least annually to examine urgent and non-urgent service needs, preferences, and other information pertinent to assisting the household to achieve and maintain stable housing.
  - a) Resident assessments examine strengths and deficits relative to the skills needed for independent living and housing stability. This includes daily living skills, self-care, housekeeping, meal preparation and nutrition, accessing and acquiring goods and services in the community, and ability to adhere to lease requirements and resident rules.
  - b) Resident assessments also examine factors related to resident health and well-being, including general physical health, mental health, substance use/abuse, and other relevant issues impacting resident health.
  - c) Assessments are conducted by staff who are appropriately trained and qualified to complete the assessment used by the Program.
  - d) Following placement and established housing stability, households are further engaged in assessment to determine options for greater independence, including "move-on" and similar opportunities to transition from PSH to community-based housing and services.
- 3) **Housing-focused case management:** Participants are offered, but not required to participate in services that they may need to attain and stabilize in permanent housing except where required or authorized by program funders.

- a) Assistance is provided by program staff consistent evidence-based practices for PSH such as assertive engagement, motivational techniques, and other strategies to build rapport, trust, and an understanding of how best to support the participant remain stably housed and address other goals and service needs.
- b) Assistance is provided on a regular basis and the program routinely documents the content and outcome of case management meetings, including in HMIS.
- c) There is 24 hour per day, 7 days per week on-site and/or remote staffing availability from program service staff (may include on-call availability). Evening and weekend on-site coverage may be provided on an as-needed basis.
- d) Core housing-focused case management services include:**
  - i) Development of an individualized housing plan that accounts for participant preferences and abilities and addresses housing barriers related to income, credit, rental history, criminal history, and other conditions or circumstances presenting a barrier to housing, along with other immediate service needs and supports.
    - (1) The plan identifies the support and services the program and program service partners will provide to help keep permanent housing and address other critical and immediate service needs.
    - (2) Plans account for participant preferences/choices and include only goals created with and agreed to by the participant, with an emphasis on the following:
      - (a) Housing stability, including lease compliance and opportunities to move to more independent living;
      - (b) Physical and mental health well-being; and
      - (c) Economic well-being, including employment and mainstream benefits.
    - (3) Participant service plans are periodically reviewed by supervisory staff to ensure appropriateness relative to individual resident needs, available services and program goals.
  - ii) Assistance with the move-in process, including identifying resources for basic furnishings, accessibility modifications, or other expenses.
    - (1) The program seeks to help participants meet basic needs at move-in, such as securing basic furnishings for an apartment, including mattresses and basic kitchen items such as a pot for cooking and utensils.
  - iii) Ongoing engagement, service coordination, and assistance as needed and desired to support stable housing and other participant service needs and goals.
    - (1) New participants are provided an individualized orientation to the program, including an overview of available services, resident lease terms and rules, and nearby amenities within 14 days of move-in date.
    - (2) Program staff attempt to engage participants on a quarterly basis at a minimum, with a goal of a monthly engagement. Engagement regularity and intensity is dependent on tenant needs, barriers, and preferences to ensure tenants retain housing and receive services they want and need.
      - (a) Staff may conduct periodic apartment inspections consistent with the lease as a means to assess resident well-being, lease compliance, and remediation needs.
    - (3) Program staff explain to participants basic landlord-tenant rights and responsibilities and the requirements of their specific lease.
    - (4) Program staff work directly with the participant and the landlord or property management staff to resolve tenancy issues (e.g., failure to pay rent, unit damage, disturbing quiet enjoyment of others) when they occur to maintain the participant's tenancy.
      - (a) The program works quickly to identify a corrective course of action, and, without breaking a participant's confidentiality, keep the landlord and participant informed about the program's action to mitigate the situation.
      - (b) Program staff offer participants additional learning opportunities that can include instruction or guidance on basic landlord-tenant rights and responsibilities, requirements and prohibitions of a lease, and meeting minimum expectations for care of the housing unit, such as not causing damage, respecting the quiet enjoyment of neighbors, and managing minor maintenance needs.

- (c) The program facilitates access to other community resources that help participants resolve or navigate tenancy problems (e.g., assistance for tenant rental and utility arrears, legal aid, community mediation services).
- (5) Program staff help participants review their budgets, including income and spending, to make decisions about reducing expenses and increasing income.
  - (a) Program participants are screened for and connected to other community and mainstream housing assistance, public benefits, services, and resources for which they qualify.
- (6) Program staff work with participants to identify other appropriate community services that can assist in achieving participant goals, including information and referrals for community services and assist participants in accessing services.
  - (a) When appropriate and with participant consent, service staff seeks to coordinate services with other community service providers to ensure coordinated, efficient participant care and support.
  - (b) The program has clearly defined relationships with peer support, healthcare, employment/income programs that it can connect program participants to when appropriate.
  - (c) Participants are provided or made aware of transportation options and related assistance, including nearby public transportation and assistance with obtaining bus fare, if available.
- e) Additional housing stabilization assistance is provided as needed and may include legal services for participants facing eviction, landlord mediation services, housing location and rehousing support, and referrals to code enforcement, public health or other agencies when housing conditions may be unhealthy or potentially unsafe. These services may be provided by the program or through referral to a partner program.
- f) Except where dictated by a funder, program participants typically direct when, where, and how often case management meetings occur. Meetings occur in a participant's home and/or in a location of the participant's choosing whenever possible.
  - i) Staff respect a program participant's home and maintain ethical boundaries at all times, including scheduling appointments ahead of time, only entering when invited in, and respecting the program participant's personal property and wishes while in their home.
  - ii) The program has clearly defined relationships (e.g., via a written Memorandum of Understanding (MOU)) with healthcare, employment, income, and other mainstream and community programs and resources that it can connect program participants to when appropriate and desired.
- g) Within practical limits, participants are provided with options for a variety of on-site and off-site social and leisure opportunities that promote well-being and enjoyment.
  - i) All activities are voluntary for participants.
- h) Case review and conferencing is used to guide progressive assistance (i.e., ongoing adjustment to type, amount, duration of assistance based on needs relative to obtaining and maintaining housing and achieving housing stability).
- i) In the case of households at risk of eviction, pro-active attempts are made to secure commitment from landlords not to pursue eviction/canceling of the lease after payment. Whenever possible, programs negotiate move-out terms and assist the person/household to quickly locate and move into another unit without an eviction in coordination with landlord partners.
- j) Standard indicators of housing stability and crisis resolution are used to guide tenancy supports and that accounts for participant preferences, lease-compliance, ability to pay housing costs, other conditions or issues that may affect housing stability in the near-term, and the related need for further assistance.
- 4) **For scattered site PSH:**
  - a) The program or the program's housing navigation/landlord engagement partner offers individualized housing navigation for participants needing to secure safe, stable housing.
  - b) Newly enrolled participants and participants who need to relocate are provided with the following assistance from program staff or partners:

- i) Individualized housing location and counseling services to identify the most appropriate housing placement, including connection with private and public owners and rental agencies willing to provide permanent housing to participants.
- ii) Assistance exploring and facilitating *shared housing* opportunities in community-based housing and through master-leasing.
- iii) Assistance with housing applications and appeals and negotiating rental agreements.
- iv) Assistance with obtaining needed documentation, completing housing applications, appealing application rejections, and negotiating rental agreements.
- v) Ongoing engagement and support to facilitate stabilization in current or new housing that is safe and stable.
- c) The program continually engages in the recruitment and retention of landlord partners and has methods of tracking landlord partners and unit vacancies, unit locations, characteristics, and costs.
- d) The program has written policies and procedures for landlord recruitment activities, including screening out potential landlord partners who have a history of poor compliance with their legal responsibilities and fair housing practices.
- e) The program offers a standard, basic level of support to all landlords who lease to program participants. This support is detailed in a written policy or other descriptive material distributed to landlords. Programs can negotiate additional supports, as needed, on a case-by-case basis.
- f) At a minimum, program staff or service partner responds quickly (within one business day) to landlord calls about serious tenancy problems and offers support to resolve conflicts around lease requirements, complaints by other tenants, and timely rent payments.

**5) For single site PSH:**

- a) Each unit is furnished upon participant move-in with at least a bed/crib and appropriate linens/bedding for each participant; dresser, table, and chairs. Staff also seek to provide basic kitchen/bathroom supplies.
- b) The roles and responsibilities of service and property management staff are clearly communicated to participants.
- c) Service and property management staff communicate regularly regarding participant issues related to lease compliance and supportive service needs. This may include regularly scheduled meetings or ad hoc meetings, as needed.
- d) Program staff are informed of concerns about participant lease compliance and involved in decisions concerning responses to participant lease compliance and remediation.

## **G) MEDICAL REMINDERS AND/OR MEDICATION ASSISTANCE**

- 1) When requested and as appropriate, staff provides medical reminders and/or medication assistance to participants.
- 2) The program does not keep or administer participant medication, unless such services are an express option provided by the Program and are administered by an appropriately licensed professional.

## **H) LEASE AGREEMENTS**

- 1) All PSH participants have a formal lease agreement that is consistent with federal, state, and local law and with a minimum term of 12 months. The lease / occupancy agreements must be terminable for cause and automatically renew upon expiration for at least 1 month, except on prior notice by either party.
- 2) The program does not charge program fees to participants. If participants are required to contribute towards rent, the lease must require the participant to pay their rent contribution directly to the landlord/lessor.
- 3) If a PSH-qualifying participant dies, is incarcerated, or is institutionalized for more than 90 days, the participant is exited from the program. Program-assisted housing ends at lease expiration for any surviving/remaining members of the household.

## **I) FAIR MARKET RENT AND RENT REASONABLENESS**

- 1) PSH programs comply with HUD rent reasonableness and Fair Market Rent (FMR) requirements as applicable.

## **J) RENT AND UTILITY ASSISTANCE**

- 1) The agency has written income determination and rental assistance policies and procedures to consistently and fairly determine updates to participant's income and establish the amount of monthly assistance to provide for rent and utilities and the expected tenant contribution to monthly rent and utility expenses.
  - a) The policy is easily explained and understood by participants and staff.
- 2) The agency that determines the participants' rent must assess household income initially and at least annually, using the household's most recent income documentation, to determine the tenant portion of the rent.
  - a) Participants are instructed to inform staff of any household income changes that take place during the year and how to report such changes.
  - b) Staff must make appropriate adjustments to the participant portion of the rent when notified of household income changes.
  - c) Participant rent and utility costs are reassessed and adjusted according to participant income at least annually or when a participant experiences a loss of income and as otherwise required by program funders.
- 3) The participant portion of rent and utilities does not exceed 30% of the monthly adjusted gross income, 10% of Annual Gross Income, or the portion of any public assistance designated for housing costs, whichever is greater.
- 4) For CoC Program-funded rental assistance units, rent cannot be paid with federal funds for units that are vacant more than 30 days or for units leased without an eligible tenant assigned.
- 5) Rental assistance agreements are required and used when using HUD funds to make rental assistance payments to a landlord.
  - a) The rental assistance agreement must provide that, during the term of the agreement, the owner must give the rehousing agency a copy of any notice to the program participant to vacate the housing unit or any complaint used under state or local law to commence an eviction action against the program participant. In such instances, program will respond to assist participants to avoid eviction and concurrently communicate with the landlord to address concerns.
  - b) The rental assistance agreement with the landlord must terminate and no further rental assistance payments under that agreement may be made if:
    - i) The program participant moves out of the housing unit for which the program participant has a lease;
    - ii) The lease terminates and is not renewed; or
    - iii) The program participant becomes ineligible to receive ESG rental assistance.
  - c) Each program participant receiving rental assistance must have a legally binding, written lease for the rental unit, unless the assistance is solely for rental arrears. The lease must be between the owner and the program participant.
    - i) Programs adhere to all other federal ESG Program and CoC Program requirements.

## **K) SINGLE SITE PSH FACILITIES**

- 1) Single site PSH programs maintain adequate office and meeting space to support on-site staffing and services.
  - a) Office and other meeting spaces used by staff for the delivery of supportive services and/or for staff to meet with participants are clean, comfortable, trauma-informed, and well-maintained.
- 2) There are individual mailboxes for participants. Mailboxes accessible in common areas have individual locks.
- 3) The site is within one quarter mile walking distance of public transit or the program otherwise provides transportation assistance.
- 4) The site is accessible to social services, medical facilities, shopping, and places of employment.

- 5) Staff provides verbal and written information to participants regarding amenities that are provided in the building and in the surrounding area, including a map when requested.
- 6) **Community space:**
  - a) Community space, including lobbies, sitting areas, meeting rooms, mail rooms, laundry rooms, and trash collection areas, are easily accessible to all tenants.
  - b) All common rooms and public spaces, including any shared furnishings, are clean and in good repair.
  - c) Smoking is not permitted in common areas indoors and only in outdoor spaces no adjacent to building entry or egress points. Areas where smoking is and is not permitted are clearly defined and marked.
  - d) Building common space rules clearly describe acceptable use and behavior in common and public areas.
  - e) Participants are free to use common and public space twenty-four hours a day, seven days a week in a manner consistent with the tenant lease and building rules. Tenant lease and/or building rules may restrict access during certain hours to mitigate reasonable concerns related to safety and property theft.
- 7) **Parking:**
  - a) There is on-site, free parking for participants with automobiles or motorcycles or the program otherwise supports participants in securing free or low-cost parking.
  - b) There are accessible, on-site locations where participants may secure bicycles.
- 8) **Pets/service animals/animal care:**
  - a) The PSH program has a policy regarding whether pets are allowed in the facility, consistent with the lease and federal, state, and local law.
  - b) Per ADA requirements, the program makes reasonable accommodation for service animals. Additional information regarding ADA requirements for service animals from the U.S. Department of Justice is included in [ADA Requirements: Service Animals](#).
- 9) **Laundry**
  - a) A laundry facility with working washers and dryers is available for participants twenty-four hours a day, seven days a week in a manner consistent with the tenant lease and building rules or the program provide a means for participants to access free or low-cost laundry facilities.
    - i) The participant lease and/or building rules may restrict access during certain hours to mitigate reasonable concerns related to safety and property theft.

## **L) TRANSFERS BETWEEN PROGRAMS**

- 1) Current PSH tenants are able to transfer to other PSH units within the Sacramento CoC when a documented tenant need presents and the tenant meets any other eligibility criteria or preferences for the housing program they transfer to and consistent with CAS policies and procedures.
  - a) Tenant transfers are at the discretion of the tenant and may include opportunities to be placed a more or less intensive or structured PSH environment based on tenant needs and choices.
  - b) Tenants retain their original homeless or chronically homeless status for the purposes of the transfer.
  - c) When accepting a transfer from another PSH Program, the receiving PSH program keeps records on file demonstrating that the tenant:
    - i) Is transferring from another PSH program;
    - ii) The reason for the transfer; and
    - iii) Met the eligibility requirements for PSH prior to entering the original PSH program.
  - iv) In the case of the elimination of a PSH program unit to reallocation of funds or other reasons, the PSH program or parent agency works with tenants to identify alternate placements or work on housing stability and exit plans that will help tenants prepare to exit by the PSH Program's closing.



- d) PSH providers follow lease terms for tenant deposit refund upon tenant transfer.

## **M) EMERGENCY TRANSFER FOR VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING**

- 1) In accordance with the Violence Against Women Act (VAWA), current PSH participants within CoC and other HUD programs who are victims of domestic violence, dating violence, sexual assault, or stalking are allowed to request an emergency transfer from the participant's current unit to another unit. A PSH participant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD's regulations at 24 CFR part 5, subpart L is eligible for an emergency transfer, if:
  - a) The PSH participant reasonably believes that there is a threat of imminent harm from further violence if the PSH participant remains within the same unit.
  - b) The PSH participant is a victim of sexual assault, the PSH participant may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer.
  - c) The PSH participant expressly requests the transfer in accordance with the procedures described.
- 2) PSH participants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements.
- 3) The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation.
- 4) PSH program ability to honor such request for PSH participants currently receiving assistance may depend upon:
  - a) A preliminary determination that the PSH participant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and
  - b) On whether PSH has another dwelling unit that is available and is safe to offer the PSH participant for temporary or more permanent occupancy.
- 5) The PSH program has a detailed transfer procedure based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), the Federal agency that oversees that HUD-funded PSH is in compliance with VAWA.

## **N) TEMPORARY RELOCATION**

- 1) The program takes all reasonable steps to minimize the displacement of participants. Current participants within units managed by provider, who are required to move temporarily, are offered relocation assistance in accord with federal Uniform Relocation Act requirements, as applicable.
- 2) Participants required to relocate temporarily are offered a decent, safe, and sanitary unit in the same building or complex (single sites) or in a comparable unit in the same geographic area (scattered sites) with comparable supportive services.

## **O) PERMANENT DISPLACEMENT<sup>6</sup>**

- 1) A "displaced person" is any person that moves permanently, as a direct result of acquisition, rehabilitation, or demolition of a housing Program. This includes any permanent involuntary move where the participant is not eligible to return to a housing Program through no fault of their own. For example: If the owner issues a notice to move permanently from the property, or refuses to renew an expiring lease.

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<sup>6</sup> Refer to 42 USC Ch. 61: Uniform Relocation Assistance and Real Property Acquisition Policies for Federal And Federally Assisted Programs.

- 2) The program takes all reasonable steps to minimize the displacement of participants. Current PSH participants who are required to permanently relocate are offered relocation assistance.
- 3) Participants permanently displaced are offered decent, safe, and sanitary comparable housing options and comparable supportive services. Any participant who has been temporarily relocated for a period beyond one year is treated as permanently displaced and offered relocation assistance.
- 4) A participant does not qualify as a “displaced person” if the person has been evicted for serious or repeated violation of the terms and conditions of the lease/occupancy agreement.

## **P) ABSENCES FROM UNITS AND PARTICIPANT TERMINATION**

- 1) The program has a termination policy and practice of providing written plans for at-risk participants that includes strategies for intervention, prevention, or housing retention that help participants avoid losing housing.
- 2) The program has clear policies and procedures in place regarding absences from units and participant termination. Terminations from PSH follow eviction procedures consistent with federal, state, and local law, and CAS policies and procedures.
- 3) When a participant leaves a federal CoC Program-funded unit:
  - a) For a Rental Assistance unit only: if a unit is vacated before the expiration of the lease, the assistance for the unit may continue for a maximum of 30 days from the end of the month in which the unit was vacated, unless occupied by another eligible person. No additional assistance will be paid until the unit is occupied by another eligible person.
  - b) For a Leasing Assistance unit: the lease is between the PSH Provider and the owner of the property and the PSH Provider is required to make payments on a unit in compliance with the lease, regardless of whether the PSH Provider has housed a CAS referred participant in the unit or structure.
  - c) Brief periods of stay in institutions (such as jail, hospital, etc.), of less than 90 days are not considered vacancies. Participants continue to receive Rental Assistance during this time and are not terminated. Once a person resides at an institution for more than 90 days, they are no longer eligible for Rental Assistance.
- 4) The program maintains documentation of:
  - a) The date of unit vacancy.
  - b) Documentation of any participant intervention, prevention or housing retention utilized before termination.
  - c) Documentation of any participant hearings or appeals.
  - d) Documentation of institutional stays of less than 90 days.

## **Q) HOUSING QUALITY**

- 1) PSH units have at least a living room, a kitchen area, a bathroom, and one bedroom or living/sleeping room for each two persons (except single room occupancy (SROs) units).
  - a) Children of the opposite sex, other than very young children, are not required to occupy the same bedroom or living/sleeping room.
- 2) Exterior doors and windows are lockable.
- 3) Each unit has a bathroom that affords privacy and is for the exclusive use of the occupants.
- 4) PSH units have suitable space and equipment to store, prepare, and serve food in a sanitary manner, including an oven and stove or range, a refrigerator, and a kitchen sink with hot and cold running water.
  - a) Hot plates are not acceptable substitutes for stoves or ranges (except SROs).
  - b) A microwave may be substituted for an oven and stove if the participant agrees and if microwaves are furnished to both subsidized and unsubsidized participants in the same premises.
- 5) For CoC Program-funded PSH: If the household composition changes, the program relocates the household to a more appropriately sized unit with continued access to appropriate supportive services.

- 6) Program housing units (scattered or single site) meet the following minimum HUD standards for safe, decent, and sanitary housing in good repair, including dwelling units, building exterior, building systems, and common areas. PSH Programs may have to adhere to additional building, health and safety codes per federal, state, and local law and funding requirements, including HUD Housing Quality Standards (HQS).
- a) **Site:**
    - i) The site components, such as fencing and retaining walls, grounds, lighting, mailboxes/Program signs, parking lots/driveways, play areas and equipment, refuse disposal, roads, storm drainage and walkways must be free of health and safety hazards and be in good repair.
    - ii) The site must not be subject to material adverse conditions, such as abandoned vehicles, dangerous walks or steps, poor drainage, septic tank back-ups, sewer hazards, excess accumulations of trash, vermin or rodent infestation or fire hazards.
  - b) **Building exterior:**
    - i) Each building on the site must be structurally sound, secure, habitable, and in good repair. Each building's doors, fire escapes, foundations, lighting, roofs, walls, and windows, where applicable, must be free of health and safety hazards, operable, and in good repair.
  - c) **Building systems:**
    - i) Each building's domestic water, electrical system, elevators, emergency power, fire protection, HVAC, and sanitary system must be free of health and safety hazards, functionally adequate, operable, and in good repair.
  - d) **Dwelling units:**
    - i) Each dwelling unit within a building must be structurally sound, habitable, and in good repair. All areas and aspects of the dwelling unit (for example, the unit's bathroom, call-for-aid (if applicable), ceiling, doors, electrical systems, floors, hot water heater, HVAC (where individual units are provided), kitchen, lighting, outlets/switches, patio/porch/balcony, smoke detectors, stairs, walls, and windows) must be free of health and safety hazards, functionally adequate, operable, and in good repair.
      - (1) Where applicable, the dwelling unit must have hot and cold running water, including an adequate source of potable water (note for example that single room occupancy units need not contain water facilities).
      - (2) If the dwelling unit includes its own sanitary facility, it must be in proper operating condition, usable in privacy, and adequate for personal hygiene and the disposal of human waste.
      - (3) The dwelling unit must include at least one battery-operated or hardwired smoke detector, in proper working condition, on each level of the unit.
  - e) **Common areas:**
    - i) The common areas must be structurally sound, secure, and functionally adequate for the purposes intended.
    - ii) The basement/garage/carport, restrooms, closets, utility, mechanical, community rooms, day care, halls/corridors, stairs, kitchens, laundry rooms, office, porch, patio, balcony, and trash collection areas, if applicable, must be free of health and safety hazards, operable, and in good repair.
    - iii) All common area ceilings, doors, floors, HVAC, lighting, outlets/switches, smoke detectors, stairs, walls, and windows, to the extent applicable, must be free of health and safety hazards, operable, and in good repair.
    - iv) These standards for common areas apply, to a varying extent, to all HUD housing, but will be particularly relevant to congregate housing, independent group homes/residences, and single room occupancy units, in which the individual dwelling units (sleeping areas) do not contain kitchen and/or bathroom facilities.
  - f) **Health and safety concerns:**
    - i) All areas and components of the housing must be free of health and safety hazards. These areas include, but are not limited to, air quality, electrical hazards, elevators, emergency/fire exits, flammable materials, garbage and debris, handrail hazards, infestation, and lead-based paint. For example, the buildings must have fire exits that are not blocked and have handrails that are undamaged and have no other observable deficiencies.
    - ii) The housing must have no evidence of infestation by rats, mice, or other vermin, or of garbage and debris.

- iii) The housing must have no evidence of electrical hazards, natural hazards, or fire hazards.
  - iv) The dwelling units and common areas must have proper ventilation and be free of mold, odor (e.g., propane, natural gas, methane gas), or other observable deficiencies.
  - v) The housing must comply with all requirements related to the evaluation and reduction of lead-based paint hazards.
- 7) Housing Inspections are conducted prior to unit occupancy and at least annually to ensure consistency with housing quality standards.
  - 8) Site-based PSH programs: the program has a housekeeping and maintenance plan. The plan is implemented routinely and staff documents when chores or routine maintenance tasks are completed.
  - 9) Site-based PSH programs with desk staff: the program ensures staff are responsible for monitoring the facility entrance and are aware of participants attempting to access the building.
    - a) There is a mechanism, such as security cameras, to allow staff to see who requests access to the building.

## APPENDIX A: TERMINOLOGY

The following terms are used in this document.

### **Agency:**

An organization that operates one or more program types identified in this document for individuals and families at-risk of or experiencing homelessness in Sacramento County, California.

### **Area Median Income (AMI):**

The gross median household income for a specific Metropolitan Statistical Area, county or non-metropolitan area established annually by HUD. AMI is used in many federal programs to determine eligibility and make rent calculations.

### **Assertive Engagement:**

The process whereby a worker uses their interpersonal skills and creativity effectively to make the environments and circumstances that their service users are encountered in more conducive to change than they might otherwise be, for at least the duration of the engagement.

### **Chronic Homelessness (HUD Definition):**

- A homeless individual with a disability as defined in section 401(9) of the McKinney-Vento Assistance Act (42 U.S.C. 11360(9)), who:
  - Lives in a place not meant for human habitation, a safe haven, or in an emergency shelter, and
  - Has been homeless and living as described for at least 12 months\* or on at least 4 separate occasions in the last 3 years, as long as the combined occasions equal at least 12 months and each break in homelessness separating the occasions included at least 7 consecutive nights of not living as described.
- An individual who has been residing in an institutional care facility for less, including jail, substance abuse or mental health treatment facility, hospital, or other similar facility, for fewer than 90 days and met all of the criteria of this definition before entering that facility; or
- A family with an adult head of household (or, if there is no adult in the family, a minor head of household) who meets all of the criteria of this definition, including a family whose composition has fluctuated while the head of household has been homeless.

### **Continuum of Care (CoC) (HUD Definition):**

The group organized to carry out the responsibilities required under this part [the CoC Program interim rule] and that is composed of representatives of organizations, including nonprofit homeless providers, victim service providers, faith-based organizations, governments, businesses, advocates, public housing agencies, school districts, social service providers, mental health agencies, hospitals, universities, affordable housing developers, law enforcement, organizations that serve homeless and formerly homeless veterans, and homeless and formerly homeless persons to the extent these groups are represented within the geographic area and are available to participate. The Sacramento CoC also includes the City of Sacramento, Sacramento County, other local municipalities within Sacramento County, the Sacramento Housing Redevelopment Authority (SHRA), and Sacramento Steps Forward, which serves as the CoC's "Collaborative Applicant" for federal CoC Program funding.

### **Coordinated Entry (CE), or alternatively, Coordinated Assessment System (CAS):**

As defined by HUD, CE means a centralized or coordinated process designed to coordinate program participant intake assessment and provision of referrals. A centralized or coordinated assessment system covers the geographic area, is easily accessed by individuals and families seeking housing or services, is well advertised, and includes a comprehensive and standardized assessment tool. CAS must include means to match people to shelter and housing

resources for which they are eligible, as well as prioritize people based on an assessment of their needs and vulnerabilities when shelter, housing, or other needed assistance is limited and unable to assist everyone who is eligible and seeking assistance. HUD requires every CoC operate a Coordinated Entry process which must at minimum allocate all CoC Program funded housing resources.

**Disability (HUD Definition):**

- A person shall be considered to have a disability if he or she has a disability that:
  - i. Is expected to be long-continuing or of indefinite duration;
  - ii. Substantially impedes the individual's ability to live independently;
  - iii. Could be improved by the provision of more suitable housing conditions; and
  - iv. Is a physical, mental, or emotional impairment, including impairment caused by alcohol or drug abuse, posttraumatic stress disorder, or brain injury.
- A person will also be considered to have a disability if he or she has a developmental disability.
- A person will also be considered to have a disability if he or she has acquired immunodeficiency syndrome (AIDS) or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome, including infection with the human immunodeficiency virus (HIV).

**Fair Market Rent (FMR):**

Fair Market Rent provides a standard for rent based on unit size for different geographic areas. These standards are often used as a limit for how much rent can be charged or supported in certain programs. FMRs are published in the Federal Register annually by HUD.

**Harm Reduction:**

"Harm-reduction" means a set of strategies, policies, and practices aimed at mitigating the negative social and physical consequences associated with various human behaviors, including, but not limited to, substance use, and that do not rely on punitive measures to gain program compliance.

**Homeless (HUD Definition):**

**Category 1: Literally Homeless**

Individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:

- Has a primary nighttime residence that is a public or private place not meant for human habitation;
- Is living in a publicly or privately-operated shelter designated to provide temporary living arrangements (including congregate shelters, TH, and hotels and motels paid for by charitable organizations or by federal, state and local government programs); or
- Is exiting an institution where he/she has resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.

**Category 2: Imminent Risk of Homelessness**

Individual or family who will imminently lose their primary nighttime residence, if:

- Residence will be lost within 14 days of the date of application for homeless assistance;
- No subsequent residence has been identified; and
- The individual or family lacks the resources or support networks needed to obtain other permanent housing.

**Category 3: Homeless Under Other Federal Statutes<sup>9</sup>**

Unaccompanied youth under 25 years of age, or families with Category 3 children and youth, who do not otherwise qualify as homeless under this definition, but who:



- Are defined as homeless under the other listed federal statutes;
- Have not had a lease, ownership interest, or occupancy agreement in permanent housing during the 60 days prior to the homeless assistance application;
- Have experienced persistent instability as measured by two moves or more in the preceding 60 days; and
- Can be expected to continue in such status for an extended period due to special needs or barriers.

**Category 4: Fleeing/Attempting to Flee Domestic Violence**

Any individual or family who:

- Is fleeing, or is attempting to flee, domestic violence;
- Has no other residence; and
- Lacks the resources or support networks to obtain other permanent housing.

**Homeless Management Information System (HMIS):**

A Homeless Management Information System (HMIS) is a web-based local information technology system used to collect client-level data and data on the provision of housing and services to homeless individuals and families and persons at risk of homelessness. The operation of an HMIS and much of the data that is collected are federally mandated, but each community operates its own HMIS system.

**Housing First:**

**According to California state law<sup>7</sup>:** “Housing First” means the evidence-based model that uses housing as a tool, rather than a reward, for recovery and that centers on providing or connecting homeless people to permanent housing as quickly as possible. Housing First providers offer services as needed and requested on a voluntary basis and that do not make housing contingent on participation in services.

**“Core components of Housing First” means all of the following:**

- (1) Tenant screening and selection practices that promote accepting applicants regardless of their sobriety or use of substances, completion of treatment, or participation in services.
- (2) Applicants are not rejected on the basis of poor credit or financial history, poor or lack of rental history, criminal convictions unrelated to tenancy, or behaviors that indicate a lack of “housing readiness.”
- (3) Acceptance of referrals directly from shelters, street outreach, drop-in centers, and other parts of crisis response systems frequented by vulnerable people experiencing homelessness.
- (4) Supportive services that emphasize engagement and problem solving over therapeutic goals and service plans that are highly tenant-driven without predetermined goals.
- (5) Participation in services or program compliance is not a condition of permanent housing tenancy.
- (6) Tenants have a lease and all the rights and responsibilities of tenancy, as outlined in California's Civil, Health and Safety, and Government codes.
- (7) The use of alcohol or drugs in and of itself, without other lease violations, is not a reason for eviction.

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<sup>7</sup> [California Code, Welfare and Institutions Code - WIC § 8255](#)

(8) In communities with coordinated assessment and entry systems, incentives for funding promote tenant selection plans for supportive housing that prioritize eligible tenants based on criteria other than “first-come-first-serve,” including, but not limited to, the duration or chronicity of homelessness, vulnerability to early mortality, or high utilization of crisis services. Prioritization may include triage tools, developed through local data, to identify high-cost, high-need homeless residents.

(9) Case managers and service coordinators who are trained in and actively employ evidence-based practices for client engagement, including, but not limited to, motivational interviewing and client-centered counseling.

(10) Services are informed by a harm-reduction philosophy that recognizes drug and alcohol use and addiction as a part of tenants' lives, where tenants are engaged in nonjudgmental communication regarding drug and alcohol use, and where tenants are offered education regarding how to avoid risky behaviors and engage in safer practices, as well as connected to evidence-based treatment if the tenant so chooses.

(11) The project and specific apartment may include special physical features that accommodate disabilities, reduce harm, and promote health and community and independence among tenants.

**Housing Problem Solving:**

A person-centered, housing-focused approach to explore creative, safe, and cost-effective solutions to quickly resolve a housing crisis — even if just temporarily — with limited or no financial support. Housing problem solving is not a one-time event and instead, problem-solving techniques can be used in many circumstances to support a more effective implementation of homelessness prevention, diversion, and rapid exit strategies.

**Motivational Interviewing:**

An evidence-based approach for working with individuals that focuses on allowing each person to direct the change rather than telling them what they need to do, beginning with an understanding of what stage of change an individual is in currently.

**Program:**

A service provided by a local social service, housing, healthcare, or other entity to meet the homelessness prevention or assistance needs of people in Sacramento County.

**Program Participant, Client, and Resident:**

The terms “program participant,” “client,” “resident” and like terms are all used to describe people who may qualify for and use the different program types included in this manual.

**Rent Reasonableness:**

A HUD standard to ensure that rents for units covered by a subsidy program are reasonable in relation to rents being charged for comparable unassisted units in the same market.

**Trauma-Informed Care:**

Trauma-informed care means a set of practices that promote safety, empowerment, and healing in recognition that program participants may have experienced trauma that informs their experiences and responses.

**Victim Service Provider (VSP):**

A Victim Service Provider is a private nonprofit organization whose primary mission is to provide services to victims of domestic violence, dating violence, sexual assault, or stalking. Providers include rape crisis centers, domestic violence shelters and transitional housing programs, and other programs.

# CONTRACT ROUTING SHEET

**Contract Cover/Routing Form: Must Accompany ALL Contracts; however, it is NOT part of the contract.**

## General Information (Required)

Original Contract # (supplements only): \_\_\_\_\_ Supplement/Addendum #: \_\_\_\_\_  
Assessor's Parcel Number(s): \_\_\_\_\_  
Contract Effective Date: 07/01/2025 Contract Expiration Date (if applicable): 06/30/2026  
\$ Amount (Not to Exceed): \$ 2,815,018.00 Adjusted \$ Amount (+/-): \_\_\_\_\_  
Other Party: Volunteers of America (VOA), Northern California/Nevada, Inc.  
Project Title: X Street Navigation Center  
Project #: G02000990 Bid/RFQ/RFP #: P25231031007  
City Council Approval: YES if YES, Council File ID#: 2025-00842

## Contract Processing Contacts

Department: City Manager Project Manager: Rodolfo Davidson  
Contract Coordinator: Jamey Lee Email: jlee1@cityofsacramento.org

## Department Review and Routing

### Accounting:

(Signature) \_\_\_\_\_ (Date) \_\_\_\_\_  
*Rodolfo Davidson*

### Supervisor:

(Signature) \_\_\_\_\_ (Date) \_\_\_\_\_

### Division Manager:

(Signature) \_\_\_\_\_ (Date) \_\_\_\_\_

### Other:

(Signature) \_\_\_\_\_ (Date) \_\_\_\_\_

## Special Instruction/Comments (i.e. recording requested, other agency signatures required, etc.)

☐

**Recording Requested**

☐

**Other Party Signature Required**

-----FOR CLERK & IT DEPARTMENTS ONLY – DO NOT WRITE BELOW THIS LINE-----

## **Homeless Housing, Assistance, and Prevention Program Grant Agreement re: X Street Navigation Center**

This Grant Agreement ("Agreement") dated July 1, 2025, for purposes of identification, is between the CITY OF SACRAMENTO, a California municipal corporation (the "City"), and VOLUNTEERS OF AMERICA (VOA), a California non-profit corporation (the "Grantee").

### **Background**

The State of California has established the Homeless Housing, Assistance, and Prevention ("HHAP") program pursuant to Chapter 6 (commencing with Section 50216) of Part 1 of Division 31 of the Health and Safety Code. (Added by Stats.2020, c. 15 (A.B. 83), § 7, eff. June 29, 2020.) The HHAP program was established for the purpose of providing jurisdictions with one-time grant funds to support regional coordination and expand or develop local capacity to address immediate homelessness challenges, as specified. Current state law provides for the allocation of funding under the HHAP program to local jurisdictions in 5 rounds, which were previously administered by the California Interagency Council on Homelessness in the Business, Consumer Services and Housing Agency ("BCSHA") and are currently administered by the California Department of Housing and Community Development (HCD) in the BCSHA.

In January 2024, the City was notified by HCD that it was awarded \$27,053,240.85 of HHAP program funds from the fifth round of the HHAP program ("HHAP-5"). On October 15, 2024, City Council adopted Resolution No. 2024-0302, which authorized the City Manager to accept the state allocation of \$27,053,240.85 in grant funds, to sign HCD's "Standard Agreement" for the receipt of HHAP-5 funding, and to establish the HHAP-5 Grant Project (G02000990).

The City is using HHAP-5 funds (hereinafter collectively referred to as "HHAP funds") to provide a sub award to the Grantee under this Agreement as set forth in the above-referenced Resolutions. The disbursement of HHAP funds to Grantee furthers the HHAP purpose of the HHAP program of continuing to build regional coordination to reduce homelessness. This Agreement will provide funding to operate the X Street Navigation Center in 100 beds for adults. The services funded by this Agreement include the provision of emergency shelter operations, food, and on-site case management services to connect participants to stable income, public benefits, and community support services, thereby preparing individuals to return to permanent housing.

### **With these Background facts in mind, the City and Grantee agree as follows:**

- 1. Term.** This Agreement takes effect as described in section 8 and terminates on June 30, 2026, subject to early termination under Section 6. The City may extend this Grant Agreement for additional terms, provided that the total Agreement term, including any such extensions, shall not exceed five years.
- 2. Disbursement of Funds.** The City shall disburse to the Grantee a total sum not to exceed \$2,815,018 in accordance with section 3 below. The funds disbursed by the City under this agreement are referred to as "HHAP" funds. In no instance will the City be liable for any payments or costs in excess of this amount, for any unauthorized or ineligible costs, or for costs incurred after June 30, 2026.
- 3. Reimbursement Basis.** The City will make payments to the Grantee in arrears as follows:

- a) *Progress Payments.* On a monthly basis, the Grantee shall provide the City with a payment request and a written report on the progress made on the Authorized Uses (in accordance with section 4 below) that must include a detailed accounting of costs already incurred in sufficient detail for the City, in its opinion, to substantiate the costs covering the period since the Grantee last submitted a monthly payment request. The City may request any additional documentation it determines is needed to substantiate any request for reimbursement. The City reserves the right to withhold payment of unauthorized amounts. The City shall remit payment to Grantee within a reasonable time after payment request approval.
- b) *Final Payment.* As a condition of receiving final payment under this agreement, the Grantee shall provide the City with (i) all of the documents described in section 3(a), above, covering the period since the Grantee last submitted a monthly payment request, and (ii) the final completion report required under section 5(d), below. The City may request any additional documentation it determines is needed to substantiate any request for reimbursement or that is needed to complete the closeout report. The City reserves the right to withhold payment of unauthorized amounts. The City shall remit payment to Grantee within a reasonable time after receipt of a payment request and closeout report approval.

**4. Authorized Uses.** The following terms apply to the Grantee's activities and expenditures related to this agreement:

- a) The Grantee agrees to use the HHAP funds for the purposes set forth in, and in compliance with the conditions set forth in, the HHAP-5 Standard Agreement between the City and BCSHA (hereinafter "HHAP Standard Agreement") including the special conditions set forth in Exhibit D of the HHAP Standard Agreement, attached hereto as **Attachment 3**. The Grantee shall also comply with the applicable State requirements governing the use of HHAP program funds, with the Grantee's submitted scope of work included as **Attachment 1**, and with the budget approved by City, attached hereto as **Attachment 2**. Failure to comply with these conditions may result in termination of this Agreement.
- b) The Grantee may seek reimbursement solely for costs it incurs that are necessary to carry out the activities listed in Attachment 1 ("**Authorized Activities**") in accordance with the budget listed in Attachment 2 ("**Approved Budget**") between the effective date of this agreement and the termination date established in Section 1 (Term).
- c) If Grantee receives a refund or credit for any cost for which it received a payment of HHAP funds, Grantee shall return HHAP funds in an amount equal to the refund or credit to the City by check payable to the City and delivered to the City at the address shown in section 7 (below) no later than 10 days following receipt of such refund or credit, unless otherwise agreed to, in writing, by the City.
- d) Any costs that are determined by subsequent audit to be unallowable are subject to repayment by the Grantee to the City within 60 days unless the City approves an alternative repayment plan in writing.

- e) If the Grantee has received other funds from the City or any other entity, Grantee shall not use the HHAP funding awarded pursuant to this Agreement to pay for direct or indirect costs already covered by the other funding.
- f) The Grantee shall not use HHAP funds to supplant funding provided by the City to the Grantee under any other MOU or Agreement. The Grantee shall include a term in every subaward and contract that prohibits the subrecipient or contractor from using the HHAP funds to supplant funding provided by the City directly or indirectly to the subrecipient or contractor.
- g) In addition, the following terms apply to the Grantee's activities and expenditures related to this Agreement:
  - 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. All the terms of the HHAP Standard Agreements (**Attachment 3**) apply to this Agreement.

**5. Books and Records.** During the term of this Agreement and as set forth in the HHAP Standard Agreement, the Grantee shall keep appropriate books, records, and accounts in connection with the HHAP funds and activities performed under this Agreement and is subject to the following:

- a) The Grantee shall maintain all records related to this Agreement in accordance with State requirements. (See Attachment 3, Exhibit C, sections 4-5 and Exhibit D, paragraph 1.)
- b) The Grantee shall make its books, records, and accounts, employees, property, and equipment related to this Agreement available to the City's Accounting Manager (the "Accounting Manager"), the City Auditor, any independent auditor, and the United States Department of the Treasury Office of Inspector General ("OIG") at all reasonable times so that the Accounting Manager, City Auditor, independent auditor, or OIG may determine whether the Grantee has complied with this Agreement. If the City requests, the Grantee shall obtain and provide to the City, at the Grantee's sole cost, an independent financial audit of the Grantee's use of the HHAP funds.
- c) Upon demand by the City, given in accordance with section 7 below, the Grantee shall reimburse the City for all HHAP funds that the Accounting Manager, City Auditor, an independent auditor, or the OIG determines were not expended in accordance with the HHAP Standard Agreement and this Agreement, or are otherwise unallowable, and result in the City's obligation to repay such



improperly expended HHAP funds to the State. The Grantee shall reimburse the City by check payable to the City and delivered to the City at the address shown in section 7 below within 60 days after delivery to Grantee of a final determination letter and audit findings.

- d) Within 30 calendar days after either completion of the Authorized Activities or the termination of this Agreement, whichever occurs first, Grantee shall provide City with a final completion report. The report shall demonstrate quantitative and qualitative evidence of successful efforts benefitting the community, outline all completed grant activities as proposed in this Agreement and any executed modifications, materials provided to the public, advertisements, and photographs, where applicable. Grantee's failure to provide the final completion report or Grantee's unauthorized use of City Funds may result in the Grantee being barred from eligibility for City grant funding in future years.

**6. Termination.** The City shall have the right to terminate this grant agreement at any time by giving a written notice of termination to Grantee. Upon receipt of such notice, Grantee shall immediately cease performance under this grant agreement as specified in the notice. If the City terminates this grant agreement:

- (1) Grantee shall, not later than five days after receipt of the notice, deliver all information prepared under this Contract to the City.
- (2) The City shall pay Grantee the reasonable value of Authorized Activities provided by Grantee before termination; provided, however, City shall not in any manner be liable for lost profits that might have been made by Grantee had the grant agreement not been terminated or had Grantee completed performance required by this grant agreement. Grantee shall furnish to the City any financial information requested by the City to determine the reasonable value of the Authorized Activities provided by Grantee. The foregoing is cumulative and does not affect any right or remedy that City may have in law or equity.

**7. Notices.** Any notice, request, report, or demand under this Agreement must be in writing and will be considered properly given and effective only when mailed or delivered in the manner provided by this section 7 to the persons identified below or their successors. A mailed notice, application, request, report, or demand will be effective or will be considered to have been given on the third calendar day after it is deposited in the United States Mail (certified mail and return receipt requested), addressed as set forth below, with postage prepaid. A notice, application, request, report, or demand sent in any other manner will be effective or will be considered properly given when actually delivered. Any party may change its address for these purposes by giving written notice of the change to the other party in the manner provided in this section.

*If to the City:*

City of Sacramento  
Department of Community Response  
1000 I Street, Suite 180  
Sacramento, California 95814  
Attention: Brian Pedro, Director  
Phone: 916-808-7816/Email: [bpedro1@cityofsacramento.org](mailto:bpedro1@cityofsacramento.org)

*If to the Grantee:*

Volunteers of America, Northern California/Nevada, Inc.  
3434 Marconi Ave  
Sacramento, CA 95821  
Attention: Melissa Liou, Interim Chief Operating Officer  
Phone: 916-265-3970 /Email: [mliou@voa-ncnn.org](mailto:mliou@voa-ncnn.org)

- 8. Effective Date.** This Agreement is effective on July 1, 2025.
- 9. Indemnity.** The Grantee shall defend, hold harmless and indemnify the City, its officers and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by the City's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (collectively, "Liabilities"), including Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way related to this Agreement, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder or (ii) such Liabilities are litigated, settled or reduced to judgment, except that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to persons or damage to property to the extent arising from the sole negligence or willful misconduct of the City, its agents, servants, or independent contractors who are directly responsible to City, except when such agents, servants, or independent contractors are under the direct supervision and control of the Grantee. The Grantee shall also defend, hold harmless and indemnify the City, its officers and employees, and each and every one of them, from and against any Liabilities related to the enforcement of Section 5(c) of this Agreement resulting from actions brought by any party.
- 10. Insurance.** Grantee shall, at its sole cost and expense, maintain the insurance coverage described in **Attachment 4** to this agreement.
- 11. Conflicts of Interest.** The Grantee, its officers, directors, employees, agents, and subcontractors shall not have or acquire any interest, directly or indirectly, that creates an actual or apparent conflict with the interests of the City or that in any way hinders the Grantee's performance under this Agreement.

## 12. Miscellaneous.

- a) *Supervision or Discipline of Minors.* The Grantee shall not employ a person, whether as an employee, contractor, or volunteer, in a position with supervisory or disciplinary authority over a minor in connection with this agreement if the person has been convicted of an offense identified in California Public Resources Code section 5164, subdivision (a)(2). To give effect to this section, the Grantee shall conduct a criminal background check on each person it employs in a position with supervisory or disciplinary authority over a minor.
- b) *Assignment.* The Grantee may not assign or otherwise transfer this Agreement or any interest in it without the City's written consent, which the City may grant or deny in its sole discretion. An assignment or other transfer made contrary to this section 12(b) is void.
- c) *Successors and Assigns.* This Agreement binds and inures to the benefit of the successors and assigns of the parties. This section 12(c) does not constitute the City's consent to any assignment of this Agreement or any interest in this Agreement.
- d) *Interpretation.* This Agreement is to be interpreted and applied in accordance with California law. Attachments 1 and 2 are part of this agreement.
- e) *Waiver of Breach.* A party's failure to insist on strict performance of this Agreement or to exercise any right or remedy upon the other party's breach of this Agreement will not constitute a waiver of the performance, right, or remedy. A party's waiver of the other party's breach of any term or provision in this Agreement is not a continuing waiver or a waiver of any subsequent breach of the same or any other term or provision. A waiver is binding only if set forth in writing and signed by the waiving party.
- f) *Severability.* If a court with jurisdiction rules that any nonmaterial part of this Agreement is invalid, unenforceable, or contrary to law or public policy, then the rest of this Agreement remains valid and fully enforceable.
- g) *Counterparts.* The parties may sign this Agreement in counterparts, each of which is considered an original, but all of which constitute the same Agreement. Facsimiles, pdfs, and photocopies of signature pages of the Agreement have the same binding effect as originals.
- h) *Time of Essence.* Time is of the essence in performing this Agreement.
- i) *Compliance with all Laws, Requirements, and Orders.* The Grantee shall comply with all applicable laws, regulations, orders of public officials, and requirements in connection with this Agreement and as set forth in the attached HHAP Standard Agreement (Attachment 3).

- j) *Authority to Sign.* The person signing this Agreement on Grantee's behalf represents that he or she is authorized to do so and that no further action beyond his or her signature is required to bind Grantee to this Agreement. City shall have no obligations whatsoever under this Agreement, unless and until this Agreement is executed by the City Manager or the City Manager's authorized designee.
- k) *Tax Implications and Consequences.* The City makes no representations as to the tax consequences associated with the disbursement of HHAP funds related to this Agreement, and any determination related to this issue is the sole responsibility of the Grantee. Grantee acknowledges consulting with its own tax advisors or tax attorneys regarding this transaction or having had an opportunity to do so prior to signing this Agreement. Grantee acknowledges the City cannot provide advice regarding the tax consequences or implications of the HHAP funds disbursed to Grantee under the terms of this Agreement.
- l) *Integration and Modification.* This Agreement sets forth the parties' entire understanding regarding the matters set forth above and is intended to be their final, complete, and exclusive expression of those matters. It supersedes all prior or contemporaneous agreements, representations, and negotiations-written, oral, express, or implied and may be modified only by another written Agreement signed by both parties.

*(Signature Page Follows)*

**CITY OF SACRAMENTO, a municipal corporation,**

**GRANTEE:** Volunteers of America, Northern California/Nevada, Inc

REQUESTED FOR APPROVAL BY:

*Tim Swanson*

\_\_\_\_\_  
Tim Swanson, Assistant Director

Dated: 04/15/2025

*Melissa Liou*

\_\_\_\_\_  
Melissa Liou (Apr 16, 2025 11:41 PDT)

\_\_\_\_\_  
Melissa Liou, Interim Chief Operating Officer

Dated: 04/16/2025

APPROVED AS TO FORM:

*Akaur*

\_\_\_\_\_  
Arvinder Kaur (Apr 15, 2025 15:06 PDT)

\_\_\_\_\_  
Arvinder Kaur, Deputy City Attorney

APPROVED BY:

\_\_\_\_\_  
Mario Lara, Assistant City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

## **Attachment 1**

### **X Street Navigation Center- Scope of Work**

**Service Location: 2970 X Street, Sacramento, CA 95817**

#### **Description of Services**

Volunteers of America (the “operator”) will operate the X Street Navigation Center and provide services to unsheltered adults, with priority given to unsheltered individuals living in the area surrounding the X Street Navigation Center who are experiencing literal homelessness. “Literal homelessness” is defined as having a primary nighttime residence not meant for human habitation. Working in partnership with other agencies, the service operator will provide robust case management and other pertinent services and assist guests to secure on-going, stable housing.

The program will ensure low barriers to entry and service participation for referred individuals and allow for accommodation of participants with pets, partners, and personal belongings. Participants will be allowed to enter and leave the shelter site at reasonable hours in accordance with the written rules of the program.

At a minimum, shelter services must include:

1. A safe, sanitary and accessible facility that is available 24 hours per day/seven days per week;
2. Beds and any necessary clean linens for each participant;
3. Fully furnished accommodations including community space/awake area, restrooms, showers and hygiene products;
4. A sufficient quantity of clean and reasonably private bathing facilities with hot and cold running water that are accessible to persons with a disability; and provision of personal protection items including masks and hand sanitizer, tissue packets, towels, soap and toilet paper. Staff will be provided with personal protective equipment (PPE) per County, State and Federal guidance. Staff will also have access to cleaning supplies, including bleach, disinfectant wipes, disposable gloves, mops, and other cleaning supplies to keep participants, staff and site clean and sanitary;
5. All necessary food and meals. Meals must be nutritionally adequate in accordance with U.S. Department of Agriculture guidelines;
6. Secure storage, refrigeration and retrieval of participant medications;
7. Laundry facilities and laundry supplies available to all participants;
8. Secure and accessible storage space for participants’ personal belongings;



9. Mail service or access to receive mail;
10. Access to a public or private telephone to make and receive calls;
11. Access to transportation (via ride-share or public transportation) for shelter participants;
12. Access to case management services and other available on-site supportive services; and
13. Access to policies and procedures, including grievance procedures.

## Program Operations

The Operator must take the following approach to program operations and services at the Shelter:

### I. Intake

The service operator will not accept walk up referrals. All referrals will come through the Coordinated Access System (CAS). Any outreach performed by the service operator to people experiencing homelessness in the area will need to refer individuals to CAS to be referred to the shelter. CAS is a streamlined system designed to match participants experiencing homelessness with sheltering, housing, and service options. Eligible guests are adults aged 18 or older, who are able to provide self-care (able to independently feed, clothe, toilet, ambulate) and who are experiencing literal homelessness as defined by having a primary nighttime residence that is a public or private place not meant for human habitation.

The service operator will work in accordance with the “Housing First” approach which reduces barriers to guest entry and shall not deny entry to the Center based on suspicion of substance abuse, insobriety, or criminal background, unless a guest poses an imminent threat to themselves, staff, or other guests.

The service operator must not deny a referral but must bring any concerns immediately to the attention of DCR staff. This should be an unusual event as the Center must use a “Housing First” approach—focusing on filling vacant beds, welcoming guests “as they are” and seeking to engage them in ongoing services using best practices.

The service operator must ensure that daily occupancy records and bed counts are available and completed in real time. Every effort will be made to ensure that as many beds as possible are occupied every night utilizing the CAS and that there are not any unnecessary vacancies.

Upon entry, the service operator is required to input data for all guests into the Sacramento County Homeless Management Information System (HMIS) in real time. This requirement

applies even if data is entered into an alternative system, as it remains mandatory to ensure that all information is also entered into HMIS to maintain consistency, accuracy, and data integrity. All entries must be completed within 24 hours of program entry, in strict adherence to HMIS policies and procedures. The shelter is responsible for ensuring the accurate and timely entry of client data into HMIS, following prescribed formats and protocols, and maintaining compliance with confidentiality standards and program guidelines. HMIS entry and exit printouts must be kept in the guest files, along with the homeless certification.

The Service Operator shall collaborate with the City to ensure that program participants are enrolled in California Advancing and Innovating Medi-Cal (CalAIM). Working together, the provider(s) and the City will seek CalAIM reimbursements for services provided to participants, as appropriate. All CalAIM reimbursements obtained shall be directed to the City to offset other program-related operational costs. The Service Operator shall not seek or claim reimbursement for any services for which the City is pursuing CalAIM reimbursements.

## **II. Addressing Community Impacts and Community Engagement**

Operator must conduct daily activities of the shelter in accordance with being a good neighbor to the community in which the shelter is located, including:

- Maintaining and complying with the existing Good Neighbor Policy;
- Actively discouraging and addressing excessive noise or loitering from program residents in parking lot of facility;
- Coordinating with other service providers, as needed to address the above issues and their impacts; and
- Coordinating throughout the City regarding all levels of community engagement including, but not limited to, materials depicting the shelter, tours and community meetings, and media inquiries.

## **III. Animal Care Policy Overview**

Pursuant to state and federal law, the shelter will accommodate service animals, make reasonable accommodations for emotional support animals, and allow pets as space permits. Pet owners assume the responsibility for caring for their animals unless the owner is prevented from doing so by a disability or other special need. Owners' responsibilities include providing their animals with food and water, cleaning their animals' cages as needed, and taking their dogs to the dog relief area. Pet owners are also responsible for administering all regular medications to their animals, apart from vaccinations. To ensure health and safety for all participants and the integrity of the shelter's physical spaces, animals that present a risk for bug infestation will be evaluated and a remediation plan must be in place prior to entry.

Operator may reserve the right to refuse admittance to animals that appear too aggressive for the shelter to handle. Regardless of initial presenting temperament, enforcement of shelter rules to reduce the risk of bites and other injuries must be observed and include:

- Aggressive animals should be handled only by their respective owners;
- All animals on shelter property should be leashed or confined at all times;
- Pet owners should not handle or touch pets other than their own; and
- All incidents involving aggressive animals are documented in writing prior to removal from site.

Operator must work with the City's Front Street Animal Shelter for animal care coordination and pet accommodations. The operator will implement the "Animal Care Policy" as developed and in partnership with the City.

#### **IV. Case Management**

Participant files are to be made available to City upon request. The operator will provide case management and supportive services focusing on re-housing or directly supporting the goal of re-housing and should reflect on the short-term nature of assistance toward housing placement. Critical components in the provision of case management services include the following:

- Low Barrier practices- A way to "meet people where they are," meaning providing an environment where they can be who they are culturally and emotionally.
- Housing First- An approach to serving people experiencing homelessness that recognizes a homeless person must first be able to access a decent, safe place to live, that does not limit the length of stay (permanent housing), before stabilizing, improving health, reducing harmful behaviors, or increasing income.
- Harm Reduction- Relies on client-identified goals to drive the provision of care in order to "meet clients where they are at."
- Trauma Informed Care- Acknowledges the need to understand a patient's life experiences in order to deliver effective care and has the potential to improve patient engagement, treatment adherence, health outcomes, and provider and staff wellness.
- Client-centered- The case manager's personal relationships with the client and caregiver help the case manager to effectively assess the client's needs, coordinate needed care, and monitor services provided.
- Cultural Competence and Affirmation- The process in which the case manager continuously strives to achieve the ability to effectively work within the cultural context of a client (individual, family, or community).

The following case management services must be available to program participants receiving case management services. To ensure the consistent delivery of case management services, operators must incorporate written case management procedures and forms that include the following:

- Housing Conversation Tool (HCT) and Individualized Support Plans (ISP), assessments provided in HMIS, should be completed in HMIS for all clients within 1 week of intake. The ISP must contain specific, measurable, achievable, relevant, and time-bound goals for the client to progress towards housing. ISPs should include applications for any benefits (e.g. Supplemental Security Income, disability, Medical) the client may be eligible for, assessments for job development programs, educational assistant programs, and any other services that may assist a client to progress towards stable housing.
- Case Managers should review ISPs with clients weekly to ensure progress towards rehousing.
- Referral Procedures: Establish referral and follow-up procedures to confirm participants are connected to services to which they are referred. Documentation of referrals made, and referral confirmation must be maintained in participant files;
- Health and Wellness referrals: Ensure participants are linked to and assisted in accessing medical health, mental health, and any needed alcohol and other drug services;
- Education/Employment: Ensure participants are linked to and assisted in accessing information on completing their education, if necessary and Employment Development/Placement Programs. Assess employment history and goals and assist participants with engaging in services that will prepare the individual to obtain employment.
- Life/Independent living Skills: Assist program participant with time management, meal preparation, maintaining cleanliness, personal hygiene, and effective communication. Assist with independent living skills such as budgeting, home maintenance, health care management, and self-advocacy. Educate participants on financial literacy, including managing debt and understanding credit, how to maintain a healthy credit score and how to save and invest for the future.

## **V. Re-Housing Services**

The Operator will provide re-housing-related support to program participants. They are responsible for, but are not limited to:

- Collaborating with programs such as the Department of Veterans Affairs (VA) and the U.S. Department of Housing and Urban Development (HUD) to provide rental assistance and case management services to homeless veterans.

- Connecting individuals with federal or state programs that help low-income individuals and families rent homes by providing a subsidy.
- Assisting with housing search and placement services to find affordable rental options.
- Establishing relationships with landlords.
- Advocating for guests as renters.
- Teaching guests to be rent-ready.
- Providing security deposits.
- Providing guests with tools to maintain safe, healthy and sustainable housing.
- Providing case management to guests who need services to address barriers to stable housing (i.e., health and wellness, public benefits, employment, medical care, transportation, etc.)

All rehousing assistance and services provided to guests will be entered into HMIS in real time by service operator staff.

Rehousing efforts will be a daily focus for every guest and staff person at the shelter. Rehousing costs include those expenses associated with obtaining permanent housing such as rental subsidies for up to six months per guest and related supportive services such as security deposits and housing application fees. Supportive services will also focus on assisting guests with retaining stable housing. It is strongly recommended that there is a separate service operator staff assigned to the Rehousing team. This is a specialized area of expertise that is required to help families be successful in locating appropriate housing.

## **VI. Food**

Operator is responsible for providing participants with three daily meals as well as beverages, and snacks outside of any scheduled mealtimes. Meals must be nutritionally adequate in accordance with U.S. Department of Agriculture guidelines.

## **VII. Security and On-site Support**

Operator shall follow policies and procedures that promote utmost safety for guests, staff, and volunteers. This includes, but is not limited to the following:

- On-site space for case managers and other service providers to meet with shelter participants;
- Maintenance and necessary software upgrades to the security camera system;
- Review of the areas/sidewalks around the program site and functions related to the Good Neighbor Policy;

- Promotion of peer support and community among and between clients and staff.
- Opportunity for participant feedback (spoken and written form) and suggestions as well as written and posted Complaint and Grievance Procedures;
- Track and maintain general operational records including critical incidents that include any emergency response related to the site and the clients; and
- Respond and de-escalate crisis in an appropriate manner, providing emergency assistance to clients and co-workers as necessary and ensuring timely conflict resolution to assist in problem-solving and skill-building.

## **VIII. Transportation**

Transportation is expected to be provided to guests for medical appointments, housing searches, or other needs related to the guest's pursuit of reducing barriers to housing. Transportation may be provided through a variety of means including bus passes and ride shares such as Uber and Lyft. Accommodations must be made for disabled persons who are unable to access general means of transportation. Operator is to maintain record of client usage for audit/monitoring.

## **IX. Written Policies**

Prior to beginning operations, the operator is responsible for having written policies describing program operations, and must submit copies to the City, including:

- General program policies and procedures, including participant responsibilities and ADA compliance and accommodations;
- Formal Complaint and Grievance procedures;
- Written set of policies and procedures specific to shelter program denials to entry and participant exits;
- Established Good Neighbor Policy addressing the shelter premises and the immediate surrounding neighborhood;
- A participant transportation policy included within written program policies; and
- Operator will have an Infection Control Policy that addresses airborne pathogens. Staff shall be screened for Tuberculosis (TB) risk annually. Screening can consist of an assessment of any symptoms (e.g. cough) and review of any occupational exposure to TB. Staff with TB symptoms or exposure to a person with active TB should be referred to a health care provider for TB testing.

All written materials associated with the shelter will be reviewed and approved by the City.



## **X. Staffing**

The Shelter will have 24-hour, seven day-a-week staffing. Operator shall provide detailed job descriptions and costs for all staff positions funded under this contract.

## **XI. Eligible Participants**

Eligible shelter participants are adults aged 18 or older, who can provide self-care (able to independently feed, clothe, toilet, ambulate), and who are experiencing literal homelessness as defined by having a primary nighttime residence that is a public or private place not meant for human habitation.

## **XII. Facility Operations**

Operator is responsible for maintenance of the structures in which the shelter is operated, including the responsibility to:

- Ensure safe and clean sleeping accommodations; Provide property storage with secure and controlled access on-site;
- Provide provisions for securely storing, refrigerating and retrieving guest medications;
- Provide staff oversight, janitorial service, pest control and maintenance coordination for the entire facility including sleeping areas, bathrooms and showers, client storage areas, dining space, common area, and general grounds of the program site;
- Ensure clean blankets are available to each guest upon initial entry. Ensure the linens are clean and remain free from pests, clean bedding is provided more often when requested, and the laundering of bedding is required to be done at a minimum of once per week; and
- Provide access to laundering of personal items, both upon entry and throughout the duration of stay;
- Provide all necessary utilities (including water, sewer, electricity, waste disposal, etc.)
- Rent administrative office trailers

## **XIII. Program Rules**

The shelter must maintain their established Participant Rules and Guidelines. Rules and Guidelines must be made available to City upon request.

## **XIV. Program Exits**

Clear Policies and Procedures for exiting participants from the Shelter must be established in accordance with the Sacramento Community Standards (see Attachment 5).

#### **XV. Termination and Grievance Policies**

Operator must maintain a written set of Termination Policies and Procedures. These policies and procedures must be freely available to all program participants and staff. Copies of the grievance policies and procedures must be clearly marked and made available to the program participants during intake. A summary of the program grievance resolution policies and procedures must be prominently displayed in common area(s) in the facility. Operator shall also implement a method to track each grievance case, maintain records and provide reports on grievance cases, if required, to ensure transparency and proper oversight.

#### **XVI. Incident Reports**

Upon the occurrence of any reportable event(s) identified below, Operator shall provide the specified information to the City.

Reportable events include:

- Death of any client from any cause;
- Any facility-related injury of any client which requires medical treatment;
- All cases of communicable disease reportable under Section 2502 of Title 17 California Code of Regulations, shall be reported to the local health officer in addition to the State of California, Department of Health Care Services (DHCS) and the City;
- Poisonings;
- Catastrophes such as flooding, tornado, earthquake, or any other natural disaster;
- Fires or explosions that occur in or on the premises; and
- Emergency calls to police, fire, ambulance, or community response.

Specific information to provide on reported events include:

- Client's name, age, identified gender preference, and date of admission;
- Date, time, location and nature of event; and
- Attending physician's name, findings, and treatment, if any.

#### **XVII. Record-Keeping and Reporting**

Operator shall maintain client files in accordance with the requirements of the Homeless Housing Assistance and Prevention (HHAP) funding stream and the Homeless Management

Information System (HMIS) operated by Sacramento Steps Forward (SSF). Operator's records will be made available upon request by the City. Upon entry into the program, data on all clients will be entered in the HMIS, pursuant to the data standards required by SSF. City staff are required to follow SSF's HMIS policies and procedures. The City's subrecipients are also required to follow HMIS policies and procedures.

In order to comply with HHAP reporting requirements, the operator is required to submit monthly reports to the City by the 10th of each month, using the City's designated report form. These reports shall include data on participant entrances, exits, case management status, services provided, as well as expenditure and program-level data associated with this contract.

All reports should be submitted in accordance with the City's established formats to ensure transparency and compliance with contractual obligations.

#### **XVIII. Outcomes Expected**

The operator's outcomes should align with the following:

- Reduce the number of individuals experiencing unsheltered homelessness and provide emergency shelter with all appropriate measures in place.
- Rapidly connect guests with stable housing for long-term stability, with an average goal of six months or less at the shelter prior to rehousing.
- Thirty-five percent (35%) of the annual number of participants leaving the shelter during the year will exit the shelter into permanent housing.
- Improve income through employment and/or cash benefits.
- Improve non-cash benefits such as health insurance and housing retention.
- Average of no more than five percent vacancy rate per night.

#### **XX. Relationship with the City**

Operator shall keep the City informed regarding program operations and comply with City policies to minimize harm and risk, including:

- Regular communication with the City about the implementation of the program;
- Attendance at City requested meetings and trainings; and
- Case management meetings/conference calls with assigned Homeless Services Staff to discuss participants struggling to meet program goals or who have a shelter stay longer than 90 days.

#### **XXI. Evaluation**

The City may conduct monthly monitoring of the shelter which may include, but is not limited to, evaluation of program operations, integrity of physical spaces, and engagement with shelter participants. Outside of this monitoring, the City, state, or the federal government may at any time evaluate this program, which may include site inspection, program fiscal management, and monitoring client files. Operator shall be given opportunities to participate in the evaluation process.

# X Street Budget Proposal

## Attachment 2- Budget X Street Navigation Center

Budget	Amounts
<b>STAFFING</b>	
Shelter Director (.5 FTE)	\$49,556
Site Supervisor (1 FTE)	\$82,576
Housing Finance/Data Management Manager (1.00 FTE)	\$80,267
Mental Health/Substance Abuse Counselor (0.50 FTE)	\$0
Employment Specialist/Job Coach (1.0 FTE)	\$0
Case Managers (3.00 FTEs)	\$176,904
Housing Retention Specialists (2.00 FTEs)	\$0
Housing Locator (1.00 FTE)	\$58,968
Outreach Lead Support (1.00 FTE)	\$58,968
Outreach Peer Navigator	\$0
Lead Support Staff (2.00 FTEs)	\$93,226
Support Staff (16.20 FTEs)	\$716,377
Relief Salary Contingency	\$13,168
Benefits	\$290,833
<b>SUBTOTAL</b>	<b>\$1,620,843</b>
<b>OPERATIONS</b>	
Staff Training	\$2,300
Professional Fees	\$26,669
Program Supplies	\$5,225
Direct Participant Support	\$15,000
Food & Beverage	\$457,675
Cleaning, Linen & Laundry	\$117,167
Mileage & Travel	\$2,500
Agency Vehicle	\$4,500
Rent	\$97,980
Utilities & Waste Disposal	\$80,604
Facilities Maintenance	\$50,064
General office	\$11,528
Telephone	\$22,500
Insurance	\$29,482
Equipment Maintenance & Rental	\$4,530
Equipment Purchases	\$7,400
<b>SUBTOTAL</b>	<b>\$935,124</b>
<b>REHOUSING SERVICES</b>	
Rehousing Assistance	\$47,500
Transportation Assistance	\$0
Utility Assistance	\$0
Application Fees	\$2,500
Deposit Assistance	\$12,000
Move in Costs	\$0
<b>SUBTOTAL</b>	<b>\$62,000</b>
Donations	\$0
<b>SUBTOTAL</b>	<b>\$0</b>
In-direct Costs (not to exceed 7%)	\$197,051
<b>TOTAL PROGRAM COSTS</b>	<b>\$2,815,018</b>

SACRAMENTO  
Office of the City Clerk

# CONTRACT ROUTING SHEET

**Contract Cover/Routing Form: Must Accompany ALL Contracts; however, it is NOT part of the contract.**

## General Information (Required)

Original Contract # (supplements only): \_\_\_\_\_ Supplement/Addendum #: \_\_\_\_\_  
 Assessor's Parcel Number(s): \_\_\_\_\_  
 Contract Effective Date: 12/17/2024 Contract Expiration Date (if applicable): 06/30/2029  
 \$ Amount (Not to Exceed): \$ 27,053,240.85 Adjusted \$ Amount (+/-): \_\_\_\_\_  
 Other Party: State of California Department of Housing Community Development  
 Project Title: Homeless, Housing, Assistance, and Prevention Program Round 5 (HHAP-5)  
 Project #: G02000990 Bid/RFQ/RFP #: \_\_\_\_\_  
 City Council Approval: YES if YES, Council File ID#: 2024-01693

## Contract Processing Contacts

Department: Economic Development Project Manager: Ya-yin Isle  
 Contract Coordinator: Axel Magallanes Email: amagallanes@cityofsacramento.org

## Department Review and Routing

### Accounting:

(Signature) Crystal Harland (Date) \_\_\_\_\_  
Crystal Harland (Dec 27, 2024 09:43 PST)

### Supervisor:

(Signature) \_\_\_\_\_ (Date) \_\_\_\_\_

### Division Manager:

(Signature) \_\_\_\_\_ (Date) \_\_\_\_\_

### Other:

(Signature) Axel Magallanes (Date) \_\_\_\_\_  
Axel Magallanes (Dec 19, 2024 10:29 PST)

Special Instruction/Comments (i.e. recording requested, other agency signatures required, etc.)

☐

**Recording Requested**

☐

**Other Party Signature Required**

-----FOR CLERK & IT DEPARTMENTS ONLY – DO NOT WRITE BELOW THIS LINE-----



**2025-0004**



STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
24-HHAP-10019	

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

CONTRACTING AGENCY NAME  
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CONTRACTOR NAME  
City of Sacramento

2. The term of this Agreement is:  
START DATE  
Upon HCD approval

THROUGH END DATE  
June 30, 2029

3. The maximum amount of this Agreement is:  
\$27,053,240.85(Twenty Seven Million Fifty Three Thousand Two Hundred Forty Dollars and Eighty Five 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	13
Exhibit B	Budget Detail and Disbursement Provisions	4
Exhibit C *	State of California General Terms and Conditions	GTC 04/2017
+ - Exhibit D	HHAP GENERAL TERMS AND CONDITIONS	11
+ - Exhibit E	Special Terms and Conditions	3
+ - TOTAL NUMBER OF PAGES ATTACHED		31

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**

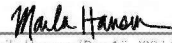
CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)  
City of Sacramento

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
915 I Street	Sacramento	CA	95814

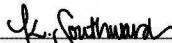
PRINTED NAME OF PERSON SIGNING	TITLE
Michael Jasso	Assistant City Manager

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
 Michael Jasso (Dec 17, 2024 11:23 PST)	Dec 17, 2024

APPROVED AS TO FORM:

  
Maria Hansen (Dec 16, 2024 11:29 PST)

ATTEST:

  
Kamie Southward (Jan 2, 2025 10:17 PST)

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

24-HHAP-10019

PURCHASING AUTHORITY NUMBER (If Applicable)

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

Department of Housing and Community Development

CONTRACTING AGENCY ADDRESS

651 Bannon Street, Suite 400

CITY

Sacramento

STATE

CA

ZIP

95811

PRINTED NAME OF PERSON SIGNING

Diana Malimon

TITLE

Contract Services Section Manager

CONTRACTING AGENCY AUTHORIZED SIGNATURE

*Diana Malimon*

DATE SIGNED

12/18/2024

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Exempt per; SCM Vol. 1 4.04.A.3 (DGS memo, dated 06/12/1981)

**EXHIBIT A**

**AUTHORITY, PURPOSE, AND SCOPE OF WORK**

**1. Authority**

This Standard Agreement (“Agreement”) is an agreement regarding Homeless Housing, Assistance, and Prevention Program Round 5 (HHAP-5 or Program) funds.

- A. The State of California established HHAP-5 pursuant to the provisions in Chapter 6.5 (commencing with Health and Safety Code (HSC) section 50230) of Part 1 of Division 31 of the HSC. (Amended by Stats. 2023, Ch. 40, Sec. 17 (AB 129) effective July 10, 2023).
- B. The Program is administered by the California Department of Housing and Community Development (HCD) in the Business, Consumer Services and Housing Agency (Agency). HHAP-5 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 HCD grant funding and support local jurisdictions in their unified regional responses to reduce and end homelessness.
- C. This Standard Agreement/Contract for Funds along with all its exhibits (Agreement) is entered into by HCD and a Continuum of Care, a city, or a county (Grantee) under the authority of, and in furtherance of the purpose of, the Program. In signing this Agreement and thereby accepting this award of funds, the Grantee agrees to comply with the terms and conditions of this Agreement, the Notice of Funding Availability (NOFA) dated September 29, 2023, under which the Grantee applied, HCD guidance and directives and the requirements appearing in the statutory authority for the Program cited above.

**2. Purpose**

HHAP-5 is established for the purpose of organizing and deploying the full array of homelessness programs and resources comprehensively and effectively, and to sustain existing federal, state, and local investments towards long-term sustainability of permanent housing and supportive services. The general purpose of the Program is to (1) reduce homelessness by expanding or developing local capacity to address immediate homelessness challenges informed by a best-practices framework focused on moving homeless individuals and families into permanent housing and supporting the efforts of those

Program Name: Homeless Housing, Assistance, and Prevention Program  
Round 5 “HHAP-5”  
NOFA Date: September 29, 2023  
Approved Date: August 8, 2024  
Prep Date: November 1, 2024

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individuals and families to maintain their permanent housing; and (2) continue to build on regional coordination developed through previous rounds of HHAP funding (See HSC section 50230 et seq.).

HHAP funding shall:

- A. Be available to applicants for the purpose of reimbursement for planning and preparing the Regionally Coordinated Homelessness Action Plans required for the HHAP-5 application.
- B. 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 by fostering robust regional collaboration and strategic partnerships aimed at fortifying the homeless services and housing delivery system. This should be achieved through the formulation of data-driven and cross-system plans designed to allocate resources in alignment with the state's priorities for homeless housing solutions. This means implementing strategies that create and sustain regional partnerships and prioritize permanent housing solutions.
- C. Ensure the long-term sustainability of housing and supportive services, by strategically pairing these funds with other local, state, and federal resources to effectively reduce and ultimately end homelessness. Grantees are encouraged to follow the guidance provided in "Putting the Funding Pieces Together: Guide to Strategic Uses of New and Recent State and Federal Funds to Prevent and End Homelessness".
- D. Demonstrate sufficient resources dedicated to long-term permanent housing solutions, including capital and operating costs.
- E. Demonstrate a commitment to address racial disproportionality in homeless populations and achieve equitable 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.
- F. Establish a mechanism for people with lived experience of homelessness to have meaningful and purposeful opportunities to inform and shape all

**EXHIBIT A**

levels of planning and implementation, including through opportunities to hire people with lived experience.

- G. Fund projects that provide housing and services that are Housing First compliant, per HSC section 50234(f), and delivered in a low barrier, trauma informed, and culturally responsive manner. Individuals and families assisted with these funds must not be required to receive treatment or perform any other prerequisite activities as a condition for receiving interim or permanent housing, or other services for which these funds are used.
- H. 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.

3. **Definitions**

The following HHAP-5 program terms are defined in accordance with HSC section 50230, subdivisions (A) – (X):

- A. “Agency” means the Business, Consumer Services, and Housing Agency.
- B. “Applicant” means a Continuum of Care, city, county, or a region for purposes of the Regionally Coordinated Homelessness Action Plan requirements pursuant to this chapter.
- 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

**EXHIBIT A**

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. “Regionally Coordinated Homelessness Action Plan” means the regionally coordinated homelessness action plan described in Section 50233.
- G. “Council” means the associated staff within the Interagency Council on Homelessness, formerly known as the Homeless Coordinating and Financing Council created pursuant to Section 8257 of the Welfare and Institutions Code.
- H. “Department” means the Department of Housing and Community Development.
- I. “Emergency shelter” has the same meaning as defined in subdivision (e) of Section 50801.
- J. “Grantee” means an eligible applicant that has received its initial Round 5 base allocation or total Round 5 base allocation, as applicable.
- K. “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.
- L. “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.
- M. “Homeless point-in-time count” means the most recently available point-in-time count data as reflected in the Annual Homeless Assessment Report released by the United States Department of Housing and Urban Development.



**EXHIBIT A**

- N. “Homeless youth” means an unaccompanied youth between 12 and 24 years of age who is experiencing homelessness, as defined in Section 725(2) 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.
- O. “Housing First” has the same meaning as in Section 8255 of the Welfare and Institutions Code, including all of the core components listed therein.
- P. “Jurisdiction” means a city, county, Continuum of Care, or tribe, as defined in this section.
- Q. “Memorandum of Understanding” has the same meaning as defined in subdivision (f) of Section 50233.
- R. “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.
- S. “Program” means Round 5 of the Homeless Housing, Assistance, and Prevention program, or Round 5, established pursuant to this chapter.
- T. 1) “Base program allocation” means the portion of program funds available to expand or develop local capacity to address immediate homelessness challenges pursuant to the allowable uses specified in Section 50236.
- 2) “Homekey supplemental allocation” means the portion of program funds available to eligible jurisdictions as supplementary Homekey resources, as defined in Section 50237.
- U. “Recipient” means a jurisdiction that receives funds from HCD for the purposes of the program.
- V. 1) Except as set forth in paragraph 2) below, “region” means the geographic area served by a county, including all cities and Continuum of Care within it. A region that has a Continuum of Care that serves multiple counties may submit a plan that covers multiple

**EXHIBIT A**

counties and the cities within them, or the Continuum of Care may participate in the Regionally Coordinated Homelessness Action Plan of each individual county that is part of the Continuum of Care along with the cities within the county.

- 2) All Continuums of Care within the County of Los Angeles shall be considered part of a single region, along with the county and big cities within the county.
- W. “Small jurisdiction” means a city that is under 300,000 in population as of January 1, 2022, according to data published on the internet website of the Department of Finance.
- X. “Tribe” or “tribal applicant” means a federally recognized tribal government pursuant to Section 4103 of Title 25 of the United States Code that is located in California.

**Additional definitions for the purposes of the HHAP-5 program:**

**Allocations:**

“Initial HHAP-5 Base Allocation”: fifty percent (50%) of the eligible city, county, or Continuum of Care’s HHAP-5 allocation.

“HHAP-5 Planning Allocation”: one hundred percent (100%) of the eligible city, county, or Continuum of Care’s HHAP Round 5 planning allocation.

“Initial Supplemental Funding Allocation”: one hundred percent (100%) of the eligible city, county, or Continuum of Care’s share of the one hundred (\$100) million Supplemental Allocation.

“Remainder Disbursement”: the remaining fifty percent (50%) of the eligible city, county, or Continuum of Care’s HHAP- 5 base allocation.

“Obligate”: means that the Grantee has placed orders, awarded contracts, received services, or entered into similar transactions that require payment using HHAP-5 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.

**EXHIBIT A**

“Expended”: means all HHAP-5 funds obligated under contract or subcontract have been fully paid and receipted, and no invoices remain outstanding.

4. **Scope of Work**

- A. The Scope of Work (“Work”) for this Agreement shall include uses that are consistent with HSC section 50234, subdivision (a) (1), and section 50236, and any other applicable laws.
- B. HHAP-5 Planning Allocation funds are for the purpose of planning for and preparing the Regionally Coordinated Homelessness Action Plan required as part of the HHAP-5 regional application. Any Planning Allocation funds that are not spent on the preparation of the HHAP-5 application must be expended consistent with the purpose and requirements of the HHAP-5 program, as described below.
- C. Provided that before proposing to use HHAP-5 resources to fund new interim housing solutions, the applicant first demonstrates that the region has dedicated sufficient resources from other sources to long-term permanent housing solutions, including capital and operating costs, allowable uses of HHAP-5 base program allocation funds include all of the following:
  - 1) Permanent housing solutions, including all of the following:
    - a) Rental subsidies, including to support placement of individuals in Community Assistance, Recovery and Empowerment (CARE) Court.
    - b) Landlord incentives, such as security deposits, holding fees, funding for needed repairs, and recruitment and relationship management costs.
    - c) Move-in expenses.
    - d) Operating subsidies in new and existing affordable or supportive housing units serving people experiencing homelessness, including programs such as Homekey, new or existing residential care facilities, funded by the Behavioral Health Continuum Infrastructure Program or the

**EXHIBIT A**

Community Care Expansion Program. Operating subsidies may include operating reserves.

- e) Homelessness prevention through rental assistance, rapid rehousing, and other programs, so long as they prioritize households at imminent risk of homelessness or households with incomes at or below thirty percent (30%) of the area median income, who pay more than fifty percent (50%) of their income in housing costs, and who meet criteria for being at highest risk of homelessness through data-informed criteria.
  - f) Problem-solving and diversion support programs that prevent people at risk of or recently experiencing homelessness from entering unsheltered or sheltered homelessness.
  - g) Services for people in permanent housing, so long as the services are trauma-informed and practice harm reduction, to include intensive case management services, assertive community treatment services, critical time intervention services, other tenancy support services, evidence-based employment services, coordinating mental health, substance use, and primary care treatment, or other evidence-based supportive services to increase housing retention.
  - h) Capital for permanent housing that serves people experiencing homelessness, including conversion of underutilized buildings or existing interim or transitional housing into permanent housing.
- 2) Interim housing solutions, including all of the following:
- a) Navigation centers that are low barrier, as defined in Sections 65660 and 65662 of the Government Code, to include any of the following:
  - b) Operating expenses in existing congregate shelter sites.

**EXHIBIT A**

- c) Operating expenses in new or existing non-congregate shelter sites and transitional housing for youth.
  - d) Motel or hotel vouchers.
  - e) Services provided to people in interim housing, to include trauma-informed and evidence-based intensive case management services, housing navigation, connecting people to substance use or mental health treatment, public benefits advocacy, and other supportive services to promote stability and referral into permanent housing.
  - f) Capital funding to build new non-congregate shelter sites, including for construction, rehabilitation, and capital improvements to convert existing congregate sites into non-congregate sites.
  - g) Capital funding for clinically enhanced congregate or non-congregate shelter sites.
  - h) Youth-focused services in transitional housing.
- 3) Service provisions and systems support including all of the following:
- a) Services for people experiencing unsheltered homelessness, including street outreach, including, but not limited to, persons experiencing homelessness from encampment sites and those transitioning out of encampment sites funded by the program known as the Encampment Resolution Funding Grant consistent with HSC Section 50251 to access permanent housing and services. This includes evidence-based engagement services, intensive case management services, assertive community treatment, housing navigation, harm reduction services, coordination with street-based health care services, and hygiene services for people living in encampments and unsheltered individuals.
  - b) Services coordination, which may include access to workforce, education, and training programs, or other

**EXHIBIT A**

services needed to promote housing stability in supportive housing.

- c) 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.
  - d) Improvements to existing emergency shelters to lower barriers and increase privacy.
  - e) Any new interim sheltering funded by Round 5 funds must be low-barrier, comply with Housing First practices 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.
- 4) In addition to the eligible uses described above, the Grantee's expenditure of its entire HHAP-5 Base Allocation must also comply with the following:
- a) At least ten percent (10%) of the funds shall be spent on services for homeless youth populations.
  - b) Not more than seven percent (7%) 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.

Grantee shall perform the work only in the areas as identified, and in accordance with any guidance from HCD.

5) **Contract Coordinator**

HCD's Contract Coordinator for this Agreement is HCD's Grants Program Design Section Chief or their designee. Unless otherwise instructed, any notice, report, or other communication requiring an original Grantee signature for this Agreement shall be sent to the HCD Contract Coordinator electronically.



**EXHIBIT A**

The Representatives during the term of this Agreement will be:

	<b>PROGRAM</b>	<b>GRANTEE</b>
<b>ENTITY:</b>	California Department of Housing & Community Development	City of Sacramento
<b>SECTION/UNIT:</b>	Policy and Program Support	
<b>ADDRESS:</b>	651 Bannon St SW, Suite 400 Sacramento, CA, 95811	915 I Street, Sacramento, CA 95814
<b>CONTRACT COORDINATOR</b>	Jeannie McKendry	Ya-yin Isle
<b>PHONE NUMBER:</b>	(916) 490-9589	(916) 808-1869
<b>EMAIL ADDRESS:</b>	<a href="mailto:HPDHomelessnessGrants@hcd.ca.gov">HPDHomelessnessGrants@hcd.ca.gov</a> <a href="mailto:Jeannie.McKendry@hcd.ca.gov">Jeannie.McKendry@hcd.ca.gov</a>	<a href="mailto:yisle@cityofsacramento.org">yisle@cityofsacramento.org</a>

All requests to update the Grantee information listed within this Agreement shall be emailed to the HPD Homelessness Grants general email box at [HPDHomelessnessGrants@hcd.ca.gov](mailto:HPDHomelessnessGrants@hcd.ca.gov). HCD 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 HCD (indicated by the signature provided by HCD in the lower left section of page one, Standard Agreement, STD. 213), and when signed by all parties. Funds will be disbursed in accordance with Section 4 of Exhibit B.
- B. This Agreement shall terminate on June 30, 2029.
- C. On or before January 1, 2026, a Grantee shall submit to the Department an updated Regionally Coordinated Homelessness Action Plan, which shall include updates on the metrics and key actions to improve these metrics, which shall be reviewed and approved by HCD pursuant to HSC 50235 subdivision (h). A Grantee shall contractually obligate no less than seventy-five percent (75%) and shall expend no less than fifty percent

Program Name: Homeless Housing, Assistance, and Prevention Program  
Round 5 "HHAP-5"  
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Prep Date: November 1, 2024

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(50%) of their initial fifty percent (50%) HHAP-5 base allocation disbursement by June 30, 2026. This excludes both the HHAP-5 planning and Initial Supplemental Allocations. Upon demonstration by a recipient Grantee that it has complied with both of these requirements, the Department shall disburse to that recipient the remaining fifty percent (50%) of its HHAP-5 base allocation pursuant to HSC Section 50235.

- 1) Grantee will demonstrate compliance with these obligation and expenditure requirements through monthly fiscal reports and by completing a certification documentation in the form and manner provided by HCD.

D. If a Grantee has obligated less than seventy-five percent (75%) or expended less than fifty percent (50%) of their initial fifty percent (50%) HHAP-5 base allocation by June 30, 2026, the Grantee shall not contractually obligate or expend any remaining portion of its initial HHAP-5 base allocation, and HCD shall not allocate to the recipient the remaining fifty percent (50%) of its HHAP-5 base allocation, unless both of the following occur:

- 1) On or before June 30, 2026, the Grantee submits an alternative disbursement plan to HCD that includes an explanation for the delay.
- 2) HCD approves the alternative disbursement plan.

If a Grantee does not satisfy these requirements, HCD shall have the discretion to allocate the unused funding in a manner prescribed by HCD.

If the funds identified in the approved alternative disbursement plan are not fully expended by December 31, 2027, the funds shall be returned to HCD to be allocated as supplemental awards in accordance with Health and Safety Code Section 50237.

E. All HHAP-5 funds, including base allocations, planning allocations, and supplemental funding, shall be expended by June 30, 2028.

F. Any funds, including planning allocations and supplemental funding, not expended by June 30, 2028, shall revert to, and be paid and deposited in, the General Fund pursuant to Health and Safety Code section 50235 subdivision (m).

**EXHIBIT A**

- G. HCD may request additional information from applicants, as needed, to meet other applicable reporting or audit requirements.

7) **Capacity and Authority to Contract**

- A. By signing this Agreement, the Grantee is certifying that it has the capacity and authority to fulfill the obligations enumerated in this agreement. The Grantee further represents that it is authorized to execute this Agreement.
- B. Each person executing this Agreement on behalf of an entity, other than an individual executing this Agreement on their own behalf, represents that they are authorized to execute this Agreement on behalf of said entity.

**EXHIBIT B**

**BUDGET DETAIL AND DISBURSEMENT PROVISIONS**

**1. Payee**

Name: City of Sacramento                      Amount: \$ 27,053,240.85

**2. Budget Detail & Changes**

A.     The Grantee agrees that HHAP-5 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.

B.     The Grantee shall expend the HHAP-5 funds on eligible activities as detailed in HSC 50234, subdivision (a)(1)(A) and 50236 and as described in the grantees latest approved HHAP-5 funding plan.

C.     Any changes to the Grantee's budget must be approved in writing by HCD prior to incurring expenses.

**3. General Conditions Prior to Disbursement**

A.     All Grantees must submit the following forms prior to this HHAP-5 allocation being released:

- 1)     Request for Funds Form ("RFF").
- 2)     STD 213 Standard Agreement form and Exhibits A through E.
- 3)     STD 204 Payee Data Record or Government Agency Taxpayer ID Form.

**4. Disbursement of Funds**

**A.     Initial Disbursement**

**EXHIBIT B**

- 1) The Initial Disbursement of the HHAP-5 allocation includes the initial HHAP-5 base allocation, HHAP-5 planning allocation, and initial supplemental allocation. These funds will be disbursed to the Grantee upon receipt, review and approval of the completed Standard Agreement and RFF by HCD.
- 2) The Initial disbursement of HHAP-5 funds will be disbursed in one allocation, and issued to the Grantee, identified on the Payee Data Record Form or Government Agency Taxpayer ID Form.

**B. Remainder Disbursement**

- 1) HCD will disburse the remaining fifty percent (50%) of HHAP-5 base allocation upon demonstration by a Grantee that it has complied with the requirement to contractually obligate and expend a minimum amount of its initial Round 5 base allocation, as described below, and receives approval for the submitted Updated Regionally Coordinated Homelessness Action Plan that includes updates on measures and illustrates the advancement of key actions outlined in the original Regionally Coordinated Action Plan to improve those measures, as outlined in Section 50235(h).
  - a) A Grantee shall contractually obligate no less than seventy-five percent (75%) and shall expend no less than fifty percent (50%) of their initial fifty percent (50%) HHAP-5 base allocation by June 30, 2026. This excludes both the HHAP-5 planning allocation and the supplemental allocation. Upon demonstration by a grantee that it has complied with this requirement and receives approval for the submitted Updated Regionally Coordinated Homelessness Action Plan, HCD shall disburse to that recipient the remaining fifty percent (50%) of its HHAP-5 program allocation pursuant to Section 50234.
  - b) If a Grantee has obligated less than seventy-five percent (75%) or expended less than fifty percent (50%) of their initial fifty percent (50%) HHAP-5 program allocation by June 30, 2026, the Grantee shall not contractually obligate or expend any remaining portion of its initial HHAP-5 program allocation, and HCD shall not allocate to the recipient the

**EXHIBIT B**

remaining fifty percent (50%) of its HHAP-5 program allocation, unless both of the following occur:

- i. On or before June 30, 2026, the Grantee submits an alternative disbursement plan to HCD that includes an explanation for the delay.
  - ii. HCD approves the alternative disbursement plan. If HCD cannot approve an alternative disbursement plan, HCD will provide the Grantee with guidance on the revisions needed in order to approve the alternative disbursement plan.
- c) HCD may withhold the remaining fifty percent (50%) of HHAP-5 program allocation funds from a jurisdiction that repeatedly failed to take action as specified in its Regionally Coordinated Homelessness Action Plan, or that took actions adverse to achieving the plan objectives provided pursuant to Section 50233, until such time the jurisdiction demonstrates to HCD they are in substantial compliance with the requirements of HSC 50235 subdivision (h).

**5. Expenditure of Funds**

All HHAP-5 funds must be spent consistent with the intent of the Program and the eligible uses identified in HSC section 50234, subdivision (a)(1)(A) and 50236 and in alignment with the Grantee's latest, approved funding plan.

**6. Ineligible Costs**

- A. HHAP-5 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 HSC section 50234, subdivision (a)(1)(A) and 50236.
- B. HCD reserves the right to request additional clarifying information to determine the reasonableness and eligibility of all uses of the funds made available by this Agreement. If the Grantee or its funded subrecipients use HHAP-5 funds to pay for ineligible activities, the Grantee shall be required to reimburse these funds to HCD.



**EXHIBIT B**

- C. An expenditure which is not authorized by this Agreement, or by written approval of the Contract Coordinator or his/her designee, or which cannot be adequately documented, shall be disallowed and must be immediately repaid to HCD by the Grantee. A Grantee shall be prohibited from applying for future HHAP funds until they have repaid these funds to HCD.
- HCD, at its sole and absolute discretion, shall make the final determination regarding the allowability of HHAP-5 fund expenditures.
- D. Program funds shall not be used to supplant existing local funds for homeless housing, assistance, or prevention. HHAP funds cannot replace local funds that are committed to an existing or developing homeless assistance program. However, if funds previously supporting a service or project end or are reduced for reasons beyond the control of the Grantee and services or housing capacity will be lost as a result of these funds ending, HHAP funds may be used to maintain the service or program. Examples include, but are not limited to, a time-limited city and/or county tax or one-time block grant.
- E. Program funds shall not be used to supplant existing Encampment Resolution Funding Grant funds provided under HSC section 50251.

EXHIBIT D

**HHAP GENERAL TERMS AND CONDITIONS**

**1. Termination and Sufficiency of Funds**

**A. Termination of Agreement**

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

**B. Sufficiency of Funds**

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

**2. Transfers**

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

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

Grantee has submitted to HCD an application for HHAP-5 funds to support regional coordination and expand or develop local capacity to address its immediate homelessness challenges. HCD is entering into this Agreement on the basis of Grantee's facts, information, assertions and representations contained in that application. Any subsequent modifications to the original funding plans submitted within the original application must be

**EXHIBIT D**

requested through the formal HHAP Budget Modification Request Process and are subject to approval by HCD.

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

**4. Reporting/Audits**

**A. Reporting Requirements**

- 1) Annual Report: Grantees will be responsible for submitting an annual report no later than April 1 each year following the receipt of funds until all funds are fully expended. The annual report will contain detailed information on program activities in accordance with HSC sections 50221, 50222, and 50223, and be submitted in the form and method provided by HCD. The annual report must provide information on activities through the prior calendar, including, but not limited to, an ongoing tracking of the specific uses and expenditures of any program funds broken out by eligible uses, as well as any additional information HCD deems appropriate or necessary.
- 2) Monthly Fiscal Report: Grantees will be responsible for submitting a monthly fiscal report in accordance with HSC section 50223, in the form and method provided by HCD. The monthly fiscal report must provide information, including but not limited to, the obligation and expenditure status of the program funds by eligible uses category.
- 3) Final Report: Grantees will be responsible for submitting a final report in accordance with HSC section 50223 no later than April 1, 2029, and must be submitted in the form and method provided by HCD. The final report must provide information, including but not limited to, detailed uses of all program funds.

**EXHIBIT D**

- 4) **HMIS/HDIS Reporting:** Grantees and their subcontractors must report client data into their local Homeless Management Information Systems (HMIS) pursuant to the requirements of Assembly Bill (AB) 977 (Chapter 397, Statutes of 2021), and that data must be shared quarterly with the statewide Homeless Data Integration System (HDIS). As part of reporting responsibilities in accordance with HSC sections 50221, 50222, and 50223, Grantees must ensure proper recording of activities associated with these program funds. This is intended to efficiently capture many of the non-fiscal reporting responsibilities required under HSC sections 50221, 50222, and 50223. HCD will make efforts to utilize statewide Homeless Data Integration System to fulfill grantee reporting requirements under HSC sections 50221, 50222, and 50223, however improper reporting into that system may require HCD to seek additional information directly from Grantees. Grantees may also be required to accept training and technical assistance in this area if their HMIS/HDIS is not properly tracked and shared.
- 5) HCD may require additional supplemental reporting with written notice to the Grantee.
- 6) Grantee may, at their discretion, fully expend their HHAP-5 allocation prior to the end date of the grant term and will not be required to submit monthly fiscal reports after the month in which their allocation was fully expended.

**B. Auditing**

HCD reserves the right to perform or cause to be performed a financial audit. At HCD's request, the Grantee shall provide, at its own expense, a financial audit prepared by a certified public accountant. HHAP-5 administrative funds may be used to fund this expense. Should an audit be required, the Grantee shall adhere to the following conditions:

- 1) The audit shall be performed by an independent certified public accountant.

**EXHIBIT D**

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

**5. Inspection and Retention of Records**

**A. Record Inspection**

HCD or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance under this Agreement. The Grantee agrees to provide HCD, or its designee, with any relevant information requested. The Grantee agrees to give HCD 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-5 program guidance document published on the website, and this Agreement.

In accordance with HSC section 50220.8, subdivision (m), if upon inspection of records HCD identifies noncompliance with grant requirements, HCD 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.

**EXHIBIT D**

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

C. Public Records Act

The Grantees' final HHAP-5 application, this contract, and other documents related to the grant are considered public records, which are available for public viewing pursuant to the California Public Records Act Division 10 (commencing with Section 7920.000) of Title 1 of the Government Code.

6. **Breach and Remedies**

A. Breach of Agreement

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

- 1) Grantee's failure to comply with the terms or conditions of this Agreement.
- 2) Use of, or permitting the use of, HHAP-5 funds provided under this Agreement for any ineligible activities.
- 3) Any failure to comply with the deadlines set forth in this Agreement.

B. Remedies for Breach of Agreement

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

- 1) Bar the Grantee from applying for future HHAP funds.
- 2) Revoke any other existing HHAP award(s) to the Grantee.
- 3) Require the return of any unexpended HHAP-5 funds disbursed under this Agreement.



**EXHIBIT D**

- 4) Require repayment of HHAP-5 funds disbursed and expended under this Agreement.
- 5) Require the immediate return to HCD of all funds derived from the use of HHAP-5 funds.
- 6) 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-5 requirements.

C. All remedies available to HCD are cumulative and not exclusive.

D. HCD may give written notice to the Grantee to cure the breach or violation within a period of not less than fifteen (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 HCD to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Grantee of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of HCD to enforce these provisions.

**8. Nondiscrimination**

During the performance of this Agreement, the 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

**EXHIBIT D**

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, HSC 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 (2) 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 (12) 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 (12) month period prior to his or her leaving State service.

**EXHIBIT D**

- 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, section 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

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

- A. Establish a Drug-Free Awareness Program, as required by Government Code section 8355, subdivision (a)(2) to inform employees, Grantees, or subrecipients about all of the following:
  - 1) The dangers of drug abuse in the workplace.
  - 2) Grantee's policy of maintaining a drug-free workplace.
  - 3) Any available counseling, rehabilitation, and employee assistance program; and
  - 4) Penalties that may be imposed upon employees, Grantees, and subrecipients for drug abuse violations.

**EXHIBIT D**

- B. Provide, as required by Government Code section 8355, subdivision (a)(3), that every employee and/or subrecipient that works under this Agreement:
- 1) Will receive a copy of Grantee's drug-free policy statement, and
  - 2) Will agree to abide by terms of Grantee's condition of employment or subcontract.

**11. Child Support Compliance Act**

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

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

**12. Special Conditions – Grantees/Subgrantee**

The Grantee agrees to comply with all conditions of this Agreement including the Special Conditions set forth in Exhibits C and D. These conditions shall be met to the satisfaction of HCD prior to disbursement of funds. The Grantee shall ensure that all Subgrantees are made aware of and agree to comply with all the conditions of this Agreement and the applicable State requirements governing the use of HHAP-5 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:

**EXHIBIT D**

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

- B. The Grantee shall monitor the activities of all subgrantees to ensure compliance with all requirements under the HHAP program.

As requested by HCD, the Grantee shall provide to HCD all monitoring documentation necessary to ensure that Grantee and its subgrantees are in continued compliance with HHAP requirements. Such documentation requirements shall be provided by HCD when the information is requested.

**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, land use, homelessness, housing element, fair housing, and all other matters applicable and/or related to the HHAP-5 program, the Grantee, its subrecipients, and all eligible activities.

The 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. The 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,

**EXHIBIT D**

environmental protection, procurement, and safety laws, rules, regulations, and ordinances. The Grantee shall provide copies of permits and approvals to HCD upon request.

**14. Inspections**

- A. The 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. HCD 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. The 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 HCD, shall not affect any other provisions of this Agreement and the Initial terms 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 HCD immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or HCD, 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 HCD.



**EXHIBIT E**

**SPECIAL TERMS AND CONDITIONS**

1. All proceeds from any interest-bearing account established by the Grantee for the deposit of HHAP-5 funds, along with any interest-bearing accounts opened by subrecipients to the Grantee for the deposit of HHAP-5 funds, must be used for HHAP-5-eligible activities. Grantees must maintain records of all expenditures of the proceeds from these interest-bearing accounts for five (5) years and report on these expenditures as required by HCD. HCD reserves the right to perform or cause to be performed a financial audit on the use of proceeds from interest-bearing accounts.
2. Per HSC section 50234 subdivision (f), any housing-related activities funded with HHAP-5 funds, including but not limited to emergency shelter (per HSC section 50236 subdivision (c)(3)(E), 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-5 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. The Grantee shall utilize its local Homeless Management Information System (HMIS) to track HHAP-5-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-5 funding (e.g., by creating appropriate HHAP-5-specific funding sources and project codes in HMIS).
4. The Grantee shall participate in and provide data elements, including, but not limited to, health information, in a manner consistent with federal law, to the HMIS in accordance with their existing Data Use Agreements, and as required by HSC sections 50234(b) and 50220.6 and Welfare and Institutions Code section 8256. Any health information provided to, or maintained within, the Homeless Management Information System, or the State Homeless Data Integration System (HDIS), which compiles all HMIS data into a statewide data warehouse, shall not be subject to public inspection or disclosure under the California Public

**EXHIBIT E**

Records Act. For purposes of this paragraph, “health information” means “protected health information,” as defined in Part 160.103 of Title 45 of the Code of Federal Regulations, and “medical information,” as defined in subdivision (j) of Section 56.05 of the Civil Code. HCD may, as required by operational necessity, amend or modify required data elements, disclosure formats, or disclosure frequency. Additionally, HCD, 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. The Grantee agrees to accept technical assistance as directed by HCD or by a contracted technical assistance provider acting on behalf of HCD and report to HCD on programmatic changes the grantee will make as a result of the technical assistance and in support of their grant goals.
6. The Grantee agrees to demonstrate a commitment to racial equity and, per HSC section 50222 subdivision (a)(2)(B), the grantee shall use data provided through HDIS to analyze racial disproportionality in homeless populations and, in partnership with HCD, 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. The 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.
8. HCD reserves the right to add any special conditions to this Agreement it deems necessary to ensure that the goals of the Program are achieved.
9. The Department represents that the intent of Exhibit D Section 1(B) is only to preserve the legislature’s ability to make changes to appropriations and matters that are lawfully subject to change through the Budget Act. The Department represents and warrants that as of the date of this Agreement the non-bond funds referenced in Homeless Housing, Assistance and Prevention Program, Round 5 Notice of Funding Availability dated September 29, 2023 for this Agreement are appropriated to and available for the purposes of this Agreement, and further, that upon execution of this Agreement said funds are deemed allocated to and encumbered for the purposes described in this Agreement and shall not be terminated or reduced as a result of Exhibit D Section 1(B) once construction has commenced in compliance with Program requirements and in

Program Name: Homeless Housing, Assistance, and Prevention Program  
Round 5 “HHAP-5”  
NOFA Date: September 29, 2023  
Approved Date: August 8, 2024  
Prep Date: November 1, 2024

**EXHIBIT E**

accordance with the construction commencement requirements within this Agreement. If not continuously appropriated, said funds must still be disbursed prior to any applicable disbursement or expenditure deadline set forth in this Agreement.

## ATTACHMENT 4

### INSURANCE

1. **Insurance Requirements.** During the entire term of this Agreement, Grantee shall maintain the insurance coverage described in the Insurance Terms below. Full compensation for all premiums that Grantee is required to pay for the insurance coverage described herein shall be included in the compensation specified under this Agreement. No additional compensation will be provided for Grantee's insurance premiums. Any available insurance proceeds in excess of the specified minimum limits and coverages shall be available to the City.

Grantee's liability to the City is not in any way limited to or affected by the amount of insurance coverage required or carried by the Grantee in connection with this Agreement.

2. **General Liability Minimum Scope and Limits of Insurance Coverage.** Commercial General Liability Insurance is required providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, arising out of activities performed by or on behalf of the Grantee and subcontractors, products and completed operations of Grantee and subcontractors, and premises owned, leased, or used by Grantee and subcontractors, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.

The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of: activities performed by or on behalf of Grantee and subcontractors; products and completed operations of Grantee and subcontractors; and premises owned, leased, or used by Grantee and subcontractors.

3. **Automobile Liability Minimum Scope and Limits of Insurance Coverage.** (*Check the applicable provision.*)

☒ Automobile Liability Insurance is required providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the Grantee.

The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.



☐ No automobile liability insurance is required, and by signing this Agreement, Grantee certifies as follows:

“Grantee certifies that a motor vehicle will not be used in the performance of any work or services under this agreement. If, however, Grantee does transport items under this Agreement, or this Agreement is amended to require any employees of Grantee to use a vehicle to perform services under the Agreement, Grantee understands that it must maintain and provide evidence of Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the Grantee.”

4. **Excess Insurance.** The minimum limits of insurance required above may be satisfied by a combination of primary and umbrella or excess insurance coverage, provided that any umbrella or excess insurance contains, or is endorsed to contain, a provision that it will apply on a primary basis for the benefit of the City, and any insurance or self-insurance maintained by City, its officials, employees, or volunteers will be in excess of Grantee's umbrella or excess coverage and will not contribute to it.

5. **Workers' Compensation Minimum Scope and Limits of Insurance Coverage.** (*Check the applicable provision.*)

☒ Workers' Compensation Insurance is required with statutory limits and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Workers' Compensation policy shall include a waiver of subrogation in favor of the City.

☐ No work or services will be performed on or at CITY facilities or CITY Property, therefore a Workers' Compensation waiver of subrogation in favor of the CITY is not required.

☐ No Workers' Compensation insurance is required, and by signing this Agreement, Grantee certifies as follows:

“Grantee certifies that its business has no employees, and that it does not employ anyone, and is therefore exempt from the legal requirements to provide Workers' Compensation insurance. If, however, Grantee hires any employee during the term of this Agreement, Grantee understands that Workers' Compensation with statutory limits and Employer's Liability Insurance with a limit of not less than one

million dollars (\$1,000,000) is required. The Workers' Compensation policy will include a waiver of subrogation in favor of the City."

6. **Professional Liability Minimum Scope and Limits of Insurance Coverage.** Professional Liability Insurance providing coverage on a claims-made basis for errors and omissions, or malpractice with limits of not less than one million dollars (\$1,000,000):

Is ☐ Is not ☒ [check one] required for this Agreement.

If required, such coverage must be continued for at least ☐ year(s) following the completion of all Services under this Agreement. The retroactive date must be prior to the date this Agreement is approved or any Services are performed.

7. **Other Insurance Provisions.** The policies must contain, or be endorsed to contain, the following provisions:

- A. Grantee's insurance coverage, including excess insurance, shall be primary insurance as respects the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers will be in excess of Grantee's insurance and will not contribute with it.
- B. Any failure to comply with reporting provisions of the policies will not affect coverage provided to the City, its officials, employees or volunteers.
- C. Coverage shall state that Grantee's insurance applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- D. Grantee shall provide the City with 30 days written notice of cancellation or material change in the policy language or terms.

8. **Acceptability of Insurance.** Insurance must be placed with insurers with a Bests' rating of not less than A:VI. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Attachment 5 must be declared to and approved by the City in writing before execution of this Agreement.

9. **Verification of Coverage.**

- A. Grantee shall furnish City with certificates and required endorsements evidencing the insurance required. Certificates of insurance must be signed by an authorized representative of the insurance carrier. Copies of policies shall be delivered to the City Representative on demand.
- B. Grantee shall send all insurance certificates and endorsements, including policy



renewals, during the term of this Agreement directly to:

City of  
Sacramento  
c/o Exigis LLC  
PO Box 947  
Murrieta, CA 92564

C. Certificate Holder must be listed as:

City of  
Sacramento  
c/o Exigis LLC  
PO Box 947  
Murrieta, CA 92564

- D. The City may withdraw its offer of Agreement or cancel this Agreement if the certificates of insurance and endorsements required have not been provided before execution of this Agreement. The City may withhold payments to Grantee and/or cancel the Agreement if the insurance is canceled or Grantee otherwise ceases to be insured as required herein.

- 10. Subcontractor Insurance Coverage.** Grantee shall require and verify that all subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in this Attachment 4.
- 11. Waiver of Subrogation.** Grantee hereby grants to City a waiver of any right to subrogation which any insurer may acquire against the City by virtue of the payment of any loss under such insurance. Grantee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from an insurer.

# Sacramento Community Standards

## Sacramento Continuum of Care

Version 1.0  
December 13, 2023



Sacramento City  
and County  
Continuum of Care



***Developed in partnership with:***  
*Sacramento Steps Forward*  
*Sacramento City and County Continuum of Care*  
*Sacramento County*  
*City of Sacramento*  
*Sacramento Housing and Redevelopment Agency*

***Adopted by the Sacramento Continuum of Care:***  
*12/13/2023 (version 1)*

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## 1) OVERVIEW

The Sacramento Local Homeless Action Plan (LHAP) was initiated in early 2022 to create a cross-jurisdictional unified approach to preventing and ending homelessness across Sacramento County. This three-year plan (July 1, 2022, through June 30, 2025) was developed in partnership with Sacramento Steps Forward (SSF), Sacramento City and County Continuum of Care (CoC), Sacramento County, City of Sacramento and the Sacramento Housing and Redevelopment Agency (SHRA).

The LHAP outlines key system components that align with national best-practices and, if resourced and implemented consistently across funders and providers, will bring the local response system to scale with capacity to move the needle on homelessness. Through these efforts, homelessness in the County over time will become preventable whenever possible, brief, and non-recurring.

As part of the LHAP, the CoC, City of Sacramento, Sacramento County, and SHRA committed to developing the standards included in this document to provide a community-wide set of standards for homelessness prevention and assistance programs.

### A) PURPOSE AND USE OF COMMUNITY STANDARDS

The purpose of this document is to provide a general overview of expectations and standards for homelessness prevention and homeless assistance programs receiving public funding in Sacramento County and that operate, together, to provide a Homelessness Response System. Sacramento receives funding from the U.S. Department of Housing and Urban Development (HUD) to provide programs and services for people experiencing homelessness, including Emergency Solutions Grant (ESG) and Continuum of Care (CoC) Program funding (see [24 CFR Part 576](#) [ESG] and [24 CFR Part 578](#) [CoC]). This funding requires CoCs to “establish and consistently follow written standards for providing Continuum of Care assistance” that, at minimum, must address:

1. Who is eligible for specific services (e.g., outreach, homelessness prevention, emergency shelter, transitional housing, rapid rehousing and permanent supportive housing);
2. How the system of care ensures that the people most in need get priority for each service;
3. The referral, admission and discharge processes for emergency shelters;
4. Rules regarding how much participants in rental assistance programs must pay toward their rent, and how long they may receive rental assistance;
5. Rules regarding limits on assistance provided for housing relocation (moving costs), or temporary rental assistance provided as part of a rapid rehousing program;
6. How programs serving homeless people coordinate with other programs in the homelessness response system and with other types of services (e.g., benefits programs, health care, employment, education); and
7. Policies used to ensure safety for victims of domestic violence, dating violence, sexual assault, and stalking, including rights to emergency transfers when needed to remain safe.

The Sacramento Community Standards, combined with related system standards, policies, and procedures, respond to those Federal requirements. Standards for the following types of programs are included in this document:

- Homelessness Prevention (HP) and Diversion
- Street Outreach (SO)
- Emergency Shelter (ES)
- Transitional Housing (TH) and Interim Housing (IH)
- Rapid Rehousing (RRH) and Other Rehousing Assistance
- Permanent Supportive Housing (PSH)

Where noted, the standards in this document are inclusive of minimum requirements for each program type, but they are also expansive in that they reflect best practices and local priorities for housing assistance that may be aspirational for some

programs. In general, standards are similar to policies but may be more specific. They are measurable and reflect what providers *should* be doing. Procedures are detailed descriptions of how to carry out a policy or standard. This document only includes standards and does not address program procedures. This document also does not duplicate other system documents that include standards relevant to the Coordinated Access System (CAS) or the Homeless Management Information System (HMIS). Where relevant, this document references [CAS policies and procedures](#) and [HMIS policies and procedures](#). Standards and practices related to CAS and HMIS are complementary to the standards in this document and, together, represent the full body of community standards established for effective, equitable prevention and homeless assistance services.

**These standards serve as a basis for ensuring all publicly funded programs for people who are at-risk of or experiencing homelessness are offered in a consistent manner, in line with federal, state and local funding requirements, and evidence-based approaches to providing equitable, effective, and efficient assistance.**

Accordingly, the primary intended audiences for these standards are Sacramento County-based providers of homelessness prevention and homelessness services and housing assistance who receive federal, state, and/or local funding. The CoC encourages other public and private funders to use and adopt these Community Standards in their contracts for homeless assistance services to promote alignment, where possible and beneficial, across the local homeless response system. Other audiences include users of services, community advocates, and the community at large. The CoC will support the sharing and development of additional documents and resources for these broader audiences about the homeless response system and the standards providers are working to adhere to. The Community Standards are subject to continued review and updates based on changes to local needs as well as state and federal requirements. Future considerations may include, for example, standards for other program types or coordination of housing related resources outside of the CoC.

## **B) PERFORMANCE STANDARDS**

This document also includes standard measurements related to program performance called “**key performance indicators**” (KPIs). KPIs align to federal, state, and local homelessness response system performance priorities and targets and represent the most important measures used to determine program performance relative to program use, cost, and successful outcomes (e.g., shelter occupancy, successful exits to housing). The Sacramento CoC and local funders set performance goals or targets for each KPI overall and for each applicable program annually accounting for current performance, desired performance, available funding and provider capacity, among other factors. Program performance on KPIs is monitored and evaluated by the CoC and local funders, along with other relevant measures (e.g., number of households served) and allows programs to be consistently monitored and evaluated for efficiency, effectiveness, and equitable outcomes. Additional information on KPIs and other system and program performance measures, including measurement-related definitions and methods, can be found at the SSF website under “Data” subsection.

## **C) LOCAL DEVELOPMENT, ADOPTION, AND UPDATES**

As part of the LHAP, the City of Sacramento, Sacramento County, SHRA, and SSF formed the Standards Development Team (SDT) to develop community-wide performance and practice standards for homelessness prevention and assistance programs within the Sacramento Continuum of Care geography (i.e., within Sacramento County). The SDT initiated work in February of 2023 with support from Tom Albanese Consulting, LLC, and SSF staff to research existing local standards and examples from other communities. This team engaged stakeholders in a series of six focus groups to examine potential standards related to crisis response (outreach, shelter, etc.) and housing-related responses (rapid rehousing, permanent supportive housing). In all, more than 40 stakeholders representing at least 24 service provider and community organizations participated in focus groups.

The SDT, in collaboration with the CoC Persons with Lived Experience Cohort (PLE Cohort), will present this draft set of community wide performance and practice standards for public comment via posting to the SSF website and a 21-day public comment period between October 26, 2023, and November 16, 2023. After the public comment period, the SDT will update

the final version of the standards to be presented to the CoC Board for adoption in December 2023. It is expected that final standards will be reviewed and adopted or otherwise incorporated into funding contracts for homelessness prevention and homeless assistance programs awarded by the City of Sacramento, County of Sacramento, SHRA, and SSF.

Once the standards are fully adopted and implemented, the CoC, inclusive of local governments, will update these standards as needed to stay current with any program changes, funding changes or new project type introduction. On behalf of the CoC, SSF may notify the community if they must make amendments required by a funding source to ensure compliance with regulations without a formal review process. Community stakeholders will otherwise be engaged in future standards review and update processes, including but not limited to specific review by the PLE Cohort, service providers, and any other relevant committee(s) identified by the CoC.

## **D) STANDARDS MONITORING, EVALUATION, AND IMPROVEMENT**

Standards will be monitored periodically according to each local funder contract requirements and monitoring processes to assess provider adherence to standards, including examination of provider performance and examination of provider services, operations, facilities, and housing units. While providers are expected to meet these standards, it is understood that many providers do not currently have sufficient funding, training, or capacity to meet these standards. Therefore, as local funders begin to incorporate standards into contracts and monitoring policies and procedures are developed, it is expected that funding and other constraints will be accounted for and providers will be able to demonstrate instances where non-conformance with a standard is driven by lack of funding or other barriers. As the lead agency for the Sacramento CoC, SSF will provide guidance and leadership for CoC system performance monitoring efforts as well as training and technical assistance to support implementation and fidelity to the Community Standards.

## **E) ACRONYMS**

The following is a list of common acronyms used in this document. For definitions of specific terms used in this document, see Appendix A.

- AMI: Area Median Income
- CH: Chronically Homeless
- CoC: Continuum of Care
- CAS: Coordinated Access System
- DV: Domestic Violence
- ES: Emergency Shelter
- ESG: Emergency Solutions Grants Program (federal funding source)
- FMR: Fair Market Rent
- HP: Homelessness Prevention
- HMIS: Homeless Management Information System
- HQS: Housing Quality Inspection
- HUD: U.S. Department of Housing & Urban Development
- IH: Interim Housing
- IPV: Intimate Partner Violence
- LGBTQIA+: Lesbian, Gay, Bisexual, Transgender, Queer or Questioning, Intersex, Asexual or Ally, and Other Non-Heterosexual People
- PSH: Permanent Supportive Housing
- RRH: Rapid Rehousing
- SOAR: SSI/SSDI Outreach, Access, and Recovery (SSI/SSDI application assistance program)
- SSDI: Social Security Disability Income

- SSI: Supplemental Security Income
- SSO: Supportive Services Only
- TAY: Transition Age Youth (18-24 years old)
- TH: Transitional Housing
- SSF: Sacramento Steps Forward
- VA: U.S. Department of Veterans Affairs
- VAWA: Federal Violence Against Women Act

## **F) GUIDING PRINCIPLES FOR COMMUNITY STANDARDS**

- 1) The health and safety of participants, volunteers and staff should be safeguarded during each service engagement, at each shelter, interim housing, and transitional housing facility, and when assisting participants in their homes, apartment buildings, and in any community setting.
- 2) All people experiencing homelessness have the right to assistance regardless of religious affiliation, race, color, national origin, ancestry, political or religious beliefs, language, disability, family composition, gender identity and/or sexual orientation. This includes people with criminal records, unless otherwise restricted by law or funding requirements. Staff must respect and be sensitive to the diversity of participants. Participants' rights, per standards below, must be protected against all forms of discrimination.
- 3) Each program will provide assistance that is welcoming, inclusive, trauma-informed, person-centered, dignified and respectful for all participants and provide services in a non-judgmental manner.
- 4) Each person at-risk of or experiencing homelessness will be supported to secure safe, stable housing as quickly as possible with the support needed and desired to remain in safe, stable housing. Each person is supported to achieve their housing and other goals related to housing stability, including increasing their independence and self-determination as much as possible.
- 5) Each participant's privacy and confidentiality of their personal information is of the utmost importance.
- 6) People who are experiencing homelessness, like other members of our community, may use substances to varying degrees. Everyone is entitled to assistance whether or not they use substances. As a result, these standards require that admission, discharge, and service restriction policies must not be based on substance use alone, unless otherwise specifically provided for in these standards.
- 7) To continuously improve access, service quality, and outcomes in an equitable manner, all programs must offer participants meaningful opportunities to provide input and feedback in service provision and program planning for the program in which they participate.
- 8) Shelters, interim housing, and transitional housing programs will seek to offer the maximum amount of privacy and trauma-informed accommodations (e.g., non-congregate options) and supports within the constrictions of the program facility(ies).
- 9) Each program is part of the larger Sacramento Homeless Crisis Response System. As such, each program must actively collaborate with other system Programs and system-wide processes to ensure coordinated, effective, efficient, and equitable assistance for each person.

## **2) GENERAL STANDARDS FOR ALL PROGRAMS**

### **A) ORGANIZATIONAL STRUCTURE, MANAGEMENT, AND PERSONNEL**

- 1) The agency's governing board includes at least one individual who is or has been unhoused.
- 2) The agency has a conflict-of-interest policy that includes prohibiting conflict of interest and nepotism for staff, board members, and volunteers.
- 3) The agency has a written policy that prohibits requiring, mandating, or improperly influencing religious participation as a prerequisite to receiving agency services.

- 4) The agency does not discriminate on the basis of race, religion, color, national origin, ancestry, sex, sexual orientation, gender identity, age, disability or other handicap, marital or familial status, military status, status with regards to public assistance, or any other class of persons protected by applicable law. The agency does not deny admission or terminate assistance based on a client being a victim or survivor of domestic violence, dating violence, sexual assault, human trafficking, or stalking. The agency has a written nondiscrimination policy applicable to staff, trustees, volunteers, and clients and there is evidence that it is being implemented.
- 5) The agency operates in compliance with all applicable Equal Employment Opportunities and Affirmative Action requirements.
- 6) The agency has a Drug Free Workplace Policy applicable to all staff and volunteers and posted in an area where everyone has access to it.
- 7) The agency has a policy regarding firearms and other weapons, as it relates to employees, clients, and volunteers. The policy addresses the agency's stance on the concealed carry law and whether weapons, including firearms, are permissible on the premises.
- 8) The agency has a written disaster recovery and crisis communication plan that is reviewed, and updated, if necessary, annually and distributed to appropriate employees.
- 9) The agency has a policy that prohibits sexual harassment which is applicable to staff, clients, trustees, volunteers, and vendors.
- 10) The agency has an organizational chart and written personnel policies detailing employee responsibilities, rights, roles, benefits, job description, attendance requirements, grievance procedures, hiring and termination procedures, annual employee review protocol, hours of operation, confidentiality and the agency's compensation and benefits plan.
- 11) The agency has an employee and volunteer code of conduct that is distributed to all new employees and volunteers.
- 12) All staff and volunteers are identifiable to clients and visitors.
- 13) The agency has written job descriptions for paid and volunteer staff positions and an organizational chart showing lines of supervision.

## **B) FISCAL ADMINISTRATION**

- 1) The agency maintains a financial management system that is accurate, clear, and current. The agency's financial management system can identify each grant's revenue and expenses separately. For federal grants, the system must include the title and Assistance Listing (formerly CFDA) number.
- 2) The agency has a finance/accounting policies and procedures manual. The agency has written procurement policies that are in compliance with federal, state and other funding requirements.
- 3) Financial staff are qualified to maintain a high-quality financial management system in compliance with federal, state, and other funding requirements. There is an adequate separation of duties.
- 4) The agency's chart of accounts includes a complete listing of the account numbers used for homelessness prevention and assistance programs.
- 5) Funds received are appropriately restricted and/or allocated to specific Programs.
- 6) Expenditures are documented, reviewed, approved, and consistently charged to appropriate funding sources in compliance with Generally Accepted Accounting Principles and/or funding requirements.
- 7) Federal cash is only drawn on an "as needed" basis and is not held more than 3 working days. The agency periodically reviews vendors to ensure they are not debarred or suspended from participation related to federal awards. Additional invoice documentation the funder requests is provided in a timely manner.
- 8) If the agency charges indirect costs, it has an indirect cost allocation plan that details the allocation methodology and what expenses are included.
- 9) There is separate accountability of staff time between administrative and programmatic activities.
- 10) The agency retains program income and adds it to the funds committed to the Program. Program income for the grant is expended prior to the disbursement of grant funds.

- 11) For federally funded programs, the agency identifies, through a physical inventory, equipment purchased with federal funds at least every 2 years. All tangible property and assets are identified in accordance with 2 CFR Part 200.
- 12) The governing board procures an independent certified public accountant to audit the financial statements consistent with the following:
  - a) The audit is performed in accordance with generally accepted government auditing standards;
  - b) A single audit is performed in accordance with 2 CFR 200, Subpart F if the agency's aggregate federal expenditures exceed \$750,000;
  - c) The audit is performed within 6 months after the close of the agency's fiscal year;
  - d) The audit report, management letter, and IRS 990 are provided upon request to local funders.
- 13) Programs that receive public funding recognize the funding sources on agency or program letterhead, website, or other publicity materials about the program. Any information given to the public regarding the program prominently identifies local government funders, including SSF for any CoC Program funding awarded, as the funding sources.
- 14) The agency has the following insurance provisions, notices, and certificates and upon request will furnish certificates evidencing the existence of the following: (1) Worker's Compensation Certificate; (2) Employment Practices Liability (EPL); (3) Employer's Liability; (4) Comprehensive General Liability (CGL); (5) Directors' and Officers' Liability (D&O); (6) Fidelity and Crime Insurance; (7) Umbrella Insurance over all primary coverage; (8) Property Insurance; (8) Cyber Security Insurance; (10) Wage and Hour Notice.
- 15) Agency managers review financial reports, budgeted and actual costs, and supporting documentation in a timely manner.
- 16) The agency does not do business with the enemy, as defined in [2 CFR 200.215](#). The agency does not contract with or procure services from telecommunications and video surveillance vendors listed in [2 CFR 200.216](#).

## C) DATA AND INFORMATION TECHNOLOGY

- 1) Agency and program staff are trained in and adhere to all HMIS data collection, reporting, quality assurance, security, and privacy policies and procedures as described in the [HMIS Policies and Procedures Manual](#), [Data Quality Plan](#), and [Privacy and Security Plan](#).
  - a) Upon 48 hours of entry into programs, data on all participants is entered in HMIS, pursuant to the data standards required by SSF. Participant files are maintained in accordance with the requirements of HMIS operated by SSF.
- 2) The agency ensures that information technology is accessible to persons with disabilities, as required by Section 508 of the Rehabilitation Act, and for people with limited to no English proficiency. Information technology includes, but is not limited to, computers, fax machines, copiers, and telephones.

## D) COMMUNITY RELATIONS

- 1) PSH (single site) Programs, TH (single site) Programs, and ES programs only: The Agency has worked with stakeholders in a good faith effort to develop a partnership with local government, neighbors, neighborhood organizations and agencies, neighborhood businesses, and other groups and have ongoing, open channels of communication.
  - a) The agency (or Program) has initiated Good Neighbor Agreement (GNA) discussions and executed a written agreement, or every reasonable effort has been made to execute a written agreement. GNAs are encouraged but not required. If there are neighborhood concerns or issues, however, the agency may be required to engage in good neighbor work as a condition of public funding.
  - b) The agency has identified current, appropriate stakeholders pertinent to the area, including residential, commercial, industrial, or institutional stakeholders.
  - c) GNAs are reviewed with neighbors and neighborhood representatives and updated at least every three years.
- 2) The agency establishes, monitors, and complies with neighborhood safety, security, codes of conduct, and property management standards.
- 3) Board and/or agency staff participate in appropriate neighborhood associations.



## E) CULTURALLY RESPONSIVE SERVICE PLANNING, DELIVERY, AND IMPROVEMENT

- 1) Agencies and programs promote inclusive decision-making and authentic collaboration with people accessing services and housing, with an emphasis on engaging and including people from historically marginalized and overrepresented groups, including but not limited to Black, Brown, Indigenous, and all people of color, people identifying as LGBTQIA+, people with disabilities, and people who have experienced personal trauma and violence.
- 2) The agency compensates people with lived experience who are involved in agency and program decision-making, collaboration, and improvement processes on par with other process participants and provides support necessary for people with lived experience to participate meaningfully and fully (e.g., transportation assistance, orientation and guidance, etc.).
- 3) The agency affirmatively markets to and establishes hiring preferences for people with lived experience, so that, to the maximum extent practicable, clients and others experiencing homelessness are involved, through employment, provision of volunteer services, or otherwise, in constructing, rehabilitating, maintaining, and operating facilities for the program and in providing supportive services.
- 4) Programs inform clients in writing and verbally at program intake about opportunities to be included in decision-making, collaboration, and improvement efforts of the program, agency, and community, including opportunities to participate in CoC committees and activities.
- 5) Programs establish and regularly provide meaningful and accessible ways for participants to provide specific feedback and recommendations on the quality and appropriateness of services, service facilities, and housing, as applicable. At minimum, programs seek participant feedback and recommendations via:
  - a) Participant satisfaction surveys are offered at program exit AND at least once annually, if the period of participation is greater than one year, and include questions specified by the CoC. Participant satisfaction surveys may include questions required by one or more local funders for consistent evaluation across funded programs.
  - b) Aggregate results of participant satisfaction surveys are made available to program participants and funders.
  - c) Participant advisory group convened at least once annually with support from the agency (i.e., space, refreshments, transportation, compensation).
- 6) Programs establish annual performance goals applicable to the program type in concert with the Continuum of Care and local public funders.
- 7) The agency board, management, and Program teams review and evaluate quantitative and qualitative performance data at least quarterly and immediately establish a Performance & Quality Improvement (PQI) Plan to address performance or quality issues.
  - a) PQI plans and results are documented, reviewed by agency and Program management, and shared with local public funders upon request.
  - b) Evaluation and improvement include examination of disaggregated data related to program access, service utilization, and outcomes, and development of related improvement efforts to eliminate disparities and advance equity.
- 8) Program participants are made aware of and encouraged to participate in homeless system workgroups, committees, and planning efforts. Information about such opportunities is provided verbally and in writing.

## F) FAIR HOUSING AND EQUAL ACCESS

- 1) The agency and agency programs adhere to federal, state, and local laws concerning [Affirmatively Furthering Fair Housing](#) and [Equal Access to Housing](#) rules.
  - a) The agency affirmatively furthers fair housing and has a written affirmative marketing strategy to market the program and its benefits to those least likely to apply without regard to race, color, national origin, sex, gender identity, sexual orientation, religion, age, familial status, or disability, as required by 24 CFR Part 578.93(c).
  - b) The agency informs the jurisdiction responsible for their Consolidated Plan if they encounter a condition or action that impedes fair housing choice for current or prospective program participants.

- c) Program participants are provided information on rights and remedies available under applicable federal, state, and local fair housing and civil rights laws.

## **G) CLIENT RIGHTS AND PROTECTIONS**

- 1) The agency has a written document outlining clients' rights, including rights to file a grievance or appeal an agency decision, posted in a visible and accessible location, read and otherwise made known to clients upon admission, with accommodation for literacy and language barriers. All clients are offered a copy of the clients' rights and grievance documents upon intake, including instructions for grievances and appeals, and that identifies the agency clients' rights officer.
- 2) The agency has a non-conflicted client rights officer available to clients for advice and assistance or has a formal arrangement with a third party to support clients who file a grievance or otherwise are seeking advice and assistance related to their rights
- 3) At minimum, all program clients have the following rights:
  - a) Clients have the right to be treated with dignity and respect;
  - b) Clients have the right to physical privacy;
  - c) Clients have the right to be treated with cultural sensitivity;
  - d) Clients have the right to self-determination in identifying and setting goals without preconditions on housing assistance;
  - e) Clients are clearly informed, in understandable language, about the purpose of the services being delivered, including clients who are not literate and/or are limited-English proficient;
  - f) Clients have the right to confidentiality and information about when confidential information will be disclosed, to whom and for what purpose, as well as the right to deny disclosure;
  - g) Clients have the right to reasonable access to records concerning their involvement in the program;
  - h) Clients have the right to have an advocate present during appeals and grievance processes;
  - i) Clients have the right to choose their own housing, within reasonable limits, and to reject substandard housing.
- 4) Program services are not denied because a client is unable to pay for the service unless the program is authorized to charge program fees by local funders and the CoC/SSF.
- 5) The agency has a grievance policy and procedure for addressing alleged violations of clients' rights.
- 6) The agency appeals policy and procedures specifically address program service denial and program involuntary exits.
- 7) The agency follows appropriate due process when handling grievances and appeals and when deciding to restrict clients from services. The program observes the following elements of due process:
  - a) An appeal/hearing before someone other than and not subordinate to the original decision maker, in which the client is given the opportunity to present written or oral objections to the decision;
  - b) Opportunity for the client to see and obtain evidence relied upon to make the decision and any other documents in the client's file prior to the hearing, including a written notice to the client containing a clear statement of the reasons for the decision;
  - c) Opportunity for the client to bring a representative of their choice to the hearing;
  - d) A prompt written final decision.
- 8) Programs do not deny admission for reasons unrelated to program eligibility criteria.
- 9) Agency programs participating in CAS adhere to CAS procedures for client grievances, including advising clients of their rights to access system-level grievance processes when a client is not in agreement with agency level grievance outcomes.
- 10) Service restrictions and appeals are reviewed at least annually by administrators or through a quality assurance process. The governing board (or its agent) evaluates all grievances to identify patterns and make corrections. When a service

restriction is in effect, the client is informed of the reason, conditions for lifting the restriction, and right to appeal, including who to contact regarding an appeal and information about the appeal process.

- 11) Children and youth have access to public education and receive assistance exercising their rights as protected by the McKinney-Vento Homeless Assistance Act of 1987, as amended, Title VII, Subtitle B; 42 U.S.C. 11431. Heads of households are advised of their rights as they relate to the public education system, connected with school liaisons as appropriate, and offered a list of resources for school-age children.
- 12) The agency has a written policy, procedure and process for reporting child and elder abuse.

## **H) PROFESSIONAL DEVELOPMENT AND TRAINING**

- 1) The agency has a staff training plan that identifies core staff competencies relative to each program type and target population(s) served and related agency/program training requirements for each program staff position.
- 2) Staff attend applicable system trainings and capacity building activities as communicated by SSF/CoC.
- 3) All staff directly providing or overseeing assistance for people at-risk of or experiencing homelessness have the minimum skills and competencies necessary to meet these standards and other federal, state or local regulations. At minimum, direct service and supervisory staff are trained annually, or as indicated, and are provided regular training opportunities to promote competency in the following areas generally (unless not relevant) and specific to their role and program type:
  - a) Sacramento Homeless Response System 101
  - b) CAS screening, assessment, referral protocols (as applicable, per CAS training requirements)
  - c) HMIS end user training (as applicable, per HMIS training requirements)
  - d) Emergency evacuation procedures (facility-based programs only)
  - e) Agency and program policies and procedures
  - f) Cultural competency, inclusive of race, ethnicity, gender identity, sexual orientation, national origin, religion, and other relevant population characteristics
  - g) Subpopulation disparities and equity, including implicit bias
  - h) Housing First principles and practices
  - i) Ethical practices
  - j) Trauma-informed care
  - k) Harm reduction
  - l) Motivational interviewing
  - m) First Aid and CPR
  - n) Mental Health First Aid
  - o) Non-violent crisis intervention and de-escalation techniques
  - p) Overdose detection and response
  - q) Domestic and intimate partner violence
  - r) Child and elder/dependent adult abuse and mandatory reporting
  - s) Other applicable federal/state/local mandatory reporting requirements (e.g., Duty to Warn)
  - t) Disease prevention and universal precautions
  - u) Self-care and professional boundaries
- 4) Additional training requirements specific to each program type are included in the next section of this document.

- 5) Sacramento CoC/SSF, City of Sacramento, Sacramento County may establish and require participation in specific training for funded entities. Participation in training may be required before beginning certain programs or roles and may be required at times that practices or policies change or as refreshers over time.
- 6) Agencies maintain a log or other similar record of training each staff member has successfully completed. This is maintained in the personnel file or through a separate tracking system.

## **I) PROGRAM ACCESS, SERVICES, AND OPERATIONS**

- 1) Coordinated Access System (CAS)
  - a) Access to programs is provided in accordance with federal, state and local funding requirements, as applicable, and the CoC's Coordinated Access System policies and procedures, which may include program and/or sub-population specific coordinated access and program enrollment protocols as authorized by program funders. CAS policies and procedures adhere to the federal requirements in [HUD Notice CPD-17-01](#) Notice Establishing Additional Requirements for a Continuum of Care Centralized or Coordinated Assessment System.
  - b) Agency and program staff are trained in and adhere to all CAS policies and procedures.
  - c) Programs use applicable screening, prioritization, and triage tools with clients that are consistent with CAS policies and procedures and related training requirements.
- 2) Client screening, assessment, and intake processes include culturally and linguistically competent questions for all persons that are trauma-informed, necessary, and support efforts to quickly prevent or end homelessness, stabilize in housing, and obtain other assistance clients want and need.
- 3) Programs have written, up-to-date policies and procedures that include all program policies and procedures for services and operations. At minimum, the agency has policies and procedures related to those below that are consistent with Sacramento Community Standards:
  - a) Program eligibility
  - b) Program access, intake, and assessment
  - c) Program services and supports
  - d) Program facilities
  - e) Program exit/transition
  - f) Client rights, grievances, and appeals
  - g) Conflict of interest
  - h) Religious participation
  - i) Non-discrimination and equal opportunity
  - j) Drug-free workplace
  - k) Weapons and firearms
  - l) Disaster recovery and crisis communication
  - m) Communicable disease detection, control, and reporting
  - n) Staff professional development and training
  - o) Program evaluation and quality improvement
  - p) Indirect Cost Allocation Plan, if applicable
  - q) Finance/Accounting manual, including, but not limited to:
    - i) Financial controls and oversight
    - ii) Equipment purchases

- iii) Procurement and record-keeping
  - iv) Program fees, if applicable
  - r) Housing First, harm reduction, trauma-informed care, and related evidence-based engagement and service practices
  - s) Cultural competency
  - t) HMIS collection, consent, privacy/confidentiality, security, data sharing, and data quality
  - u) Holding funds or possessions on behalf of clients
  - v) Housing of minority clients in areas of non-minority concentration (TH, RRH, PSH)
  - w) Access to education (programs serving children)
  - x) Child and elder abuse and mandatory reporting
  - y) Income determination (for income-based assistance)
  - z) Tenant relocation plan (PSH, TH)
  - aa) Emergency Transfer Plan (as required by VAWA for PSH, TH, RRH, HP)
  - bb) Fire safety (single-site PSH, TH, shelters, and all on-site service locations)
  - cc) Disaster recovery and crisis communications plan
  - dd) Client financial assistance application processing and approval
  - ee) Privacy/disclosure of protected personal information (PPI), including client requests for and disposal of PPI
  - ff) Reasonable accommodations and ADA compliance
- 4) Programs have a protocol for accessing translation services for persons with limited English proficiency.
  - 5) Programs offer a timely, responsive, professional, and trauma-informed line of communication upon initial contact with clients to support an atmosphere of trust, safety, dignity, and self-determination.
  - 6) Programs adhere to and use a Housing First model, working to efficaciously prevent literal homelessness or place people experiencing homelessness in housing without preconditions on housing assistance and with the supports people want and need to remain safe and stably housed. Quick resolution of housing crises is the central priority of all programs. This includes programs with more focused programming for sub-populations, such as people desiring a sober living environment while seeking safe and stable long-term housing. Such programs work in concert with other system programs to ensure low-barrier access to temporary and permanent housing, regardless of successful participation in or completion of program services, and in accord with established best practices.<sup>1</sup>
  - 7) Consistent with programs receiving federal funding, programs may not require any program participant to participate in supportive services (or be compliant with medications they are prescribed) that are related to a participant's disability, except where required by funding or otherwise authorized by the CoC and program funders. Examples of disability-related services include, but are not limited to, mental health services, outpatient health services, and provision of medication (as provided to a person with a disability to address a condition caused by that disability). However, if the purpose of the program is to provide substance abuse treatment services, the program may require participants to take part in substance abuse treatment services as a condition of continued participation in the program. If the purpose of the program is not targeted to people with substance abuse histories, then the program may not require participation in substance abuse treatment services.

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<sup>1</sup> See: *Recovery Housing Policy Brief*, U.S. Department of Housing & Urban Development.  
<https://files.hudexchange.info/resources/documents/Recovery-Housing-Policy-Brief.pdf>

- a) Other non-disability related services (e.g., parenting classes, employment readiness services) are generally not required, unless authorized by the CoC and program funders, such as in situations involving imminent health or safety risks, including imminent loss of housing or shelter.
- 8) Homeless status or at-risk of homelessness status is documented at program enrollment as required by HUD and approved and standardized by SSF/CoC (See Appendix A).
- a) Documentation is maintained in accordance with HUD recordkeeping requirements. Duration or Episodes of Homelessness are certified and documented in accordance with HUD's December 2015 [Final Rule on Defining Chronically Homeless](#).
- 9) Programs have written client eligibility criteria consistent with CoC and funder requirements appropriate for the target population and consistent CAS policies and procedures. The admissions policy, including re-entry policies and procedures, is posted. The program does not deny admission unless there are specific documented restrictions applicable to the Program due to financing, health and safety, and/or programmatic issues.
- 10) Programs have an adequate number of program staff in relation to the number of clients served. The required client/staff ratio is set by agreement with one or more local funders and/or the CoC/SSF, including on-site and on-call staff, and is documented in a weekly staff schedule. The agency has a staff coverage plan for weekend and seasonal changes and plans for staff back-up and on-call coverage, as described in funding agreement(s).
- 11) Programs with on-site service facilities, shelters, and housing programs have requisite staffing and readiness to assist people experiencing a medical or behavioral health emergency at those locations, including but not limited to:
- a) At least one staff person on duty at all times with verifiable training in emergency first aid, CPR, and emergency evacuation procedures.
  - b) An [OSHA-compliant First Aid Kit](#) accessible to staff and residents and stocked with sufficient supplies to handle multiple incidents.
  - c) NARCAN and fentanyl test strips available and with staff trained to use both.
- 12) Programs have an up-to-date fire and disaster safety plan that staff receive training on and adhere to.
- a) In congregate shelters or single structures, there are records of an annual fire inspection, a posted evacuation plan in symbols that all residents can understand, a fire detection system, regular fire drills, and adequate fire extinguishers.
  - b) In non-congregate units, there are smoke detectors on each occupied level of each unit and posted evacuation plans.
- 13) Site-based programs have staff who monitor the facility entrance and ensure secure and safe entry and egress to the building by program clients, staff, and authorized visitors.
- 14) If the program holds funds or possessions on behalf of clients:
- a) There is a written policy and procedure describes how and when the funds or possessions are promptly returned upon the client's request and how such requests and dispositions are documented and monitored by program management.
  - b) The program has a written recordkeeping system for tracking receipt and return of funds or possessions held on behalf of clients.
  - c) There is a record of accountability for any money management/payee programs for clients' funds or possessions turned over to the program for safekeeping.
  - d) Clients are advised verbally and in writing how to obtain their possessions and funds, including after program exit. There is an easily understood and accessible process for getting funds/possessions back from program staff.
  - e) When exiting, clients have a reasonable amount of time and are supported by program staff in obtaining and moving possessions.
- 15) The agency distributes unbiased legal rights brochures to clients that cover topics such as landlord-tenant law, consumer protection, and other relevant topics.



- 16) Programs screen every client for immediate critical needs at intake and make referral to appropriate supportive service and mainstream benefit assistance providers relevant to addressing client housing barriers and/or critical service needs. Program staff help clients determine if they may be eligible for benefits and services and provide assistance to obtain necessary documentation and complete benefit applications. Clients are connected to SOAR-certified workers to navigate Social Security application processes.
- 17) Programs refer clients to other services as needed and desired, including but not limited to: legal services; mediation services; employment search and retention assistance; education and workforce training opportunities and supports; behavioral and physical health care services and treatment programs; transportation services; material assistance programs; adult/children's protective services; and basic financial planning.
- 18) The agency makes referrals to places that provide targeted services to represented sub-populations including, but not limited to: Youth (24 and under), LGBTQIA+, New Americans, Pregnant Women, Persons of Color, Survivors of Human Trafficking, Former Foster Youth (under age 22), Veterans, and Restored Citizens.
- 19) As applicable, programs comply with the requirements of the Violence Against Women Act (VAWA).
  - a) The agency has a written emergency transfer plan. The plan identifies program participants who are tenants and who are eligible for emergency transfer, documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to tenants on safety and security.
  - b) Program participants are provided the VAWA Notice and Transfer Request Form upon program admission or denial and at eviction or termination. Client files contain notification of VAWA forms at exit.
  - c) Survivors of domestic violence, dating violence, sexual assault, or stalking can request an emergency transfer from the current unit to a new unit.
  - d) Emergency transfer requests are managed in accordance with VAWA and CAS policies and procedures.
  - e) VAWA protections are included in all leases and housing assistance contracts between agencies and housing owners/landlords, and in all leases or rental assistance contracts with tenants. Except for tenant-based rental assistance, this must include the right to break the lease without penalty if the tenant qualifies for an emergency transfer.
- 20) As applicable, programs comply with all lead-based paint requirements, including those specifically pertaining to federal Emergency Solutions Grants (ESG) Program- and CoC Program-funded prevention, shelter, transitional housing, and permanent housing activities. Lead-based paint requirements apply to all units built before 1978 that are OR CAN BE occupied by families with children less than 6 years of age or pregnant women. Even if a unit is not currently occupied by a family but is large enough or configured such that a child under the age of 6 or a pregnant woman can be living or spending time, then the unit needs to meet lead-based paint requirements. For all practical purposes, the requirements apply to any unit built prior to 1978.
- 21) Programs provide reasonable access to a public or private telephone for use by clients and phones are readily accessible for 911 / emergency calls.
- 22) Facilities are clean and in good working order, and each client has access to sanitary facilities that are in proper operating condition, private, and adequate for personal cleanliness and disposal of human waste.
  - a) Programs maintain adequate restrooms, showers (as applicable based on Program type), and hygiene supplies to meet the needs of clients, staff and visitors and that are consistent with local building codes, the American with Disabilities Act, and other applicable local, state, and federal requirements, including but not limited to:
    - i) An adequate number showers and toilets for clients served by and/or housed in the facility.
    - ii) Restrooms and showers accessible to and that affirm clients based on their identified gender. Where possible, restrooms include a single stall option and are labeled as all-gender with a simple sign. Where and when accommodations need to be made for individual clients, they are client- and trauma-informed.
    - iii) Warm and cold running water and drinking water free from contamination.
  - b) Programs with facilities providing services to children ensure:
    - i) There are childproof electrical outlets;
    - ii) Precautions are taken to prevent children from falling out windows;

- iii) Precautions are taken to ensure children are not able to lock themselves in any rooms;
  - iv) Precautions are taken to protect children from burns;
  - v) Precautions are taken to protect children from injury from fans;
  - vi) The facility restricts access to areas or equipment that could be harmful to children; and
  - vii) There is an area for children to nap without disturbance.
- 23) The agency and any housing units comply with all applicable building, housing, zoning, environmental, fire, health, safety, and life safety codes, Americans with Disabilities Act policies, Section 504 of the Rehabilitation Act, and fair housing laws.
    - a) Site-based programs with clients have Building and Occupancy Permits posted consistent with applicable local codes and ordinances.
  - 24) The agency has written policies and procedures for, trains staff on, and adheres to Universal Precautions Procedures as required by Occupational Safety and Health Administration (OSHA), is in compliance with applicable Public Health standards, and address the identification, treatment, control, and reporting of communicable diseases.
    - a) The agency consults with local public health departments or other appropriate entities on sanitation, communicable diseases, hazardous material storage and use, and food handling.
    - b) Cleaning supplies and other toxic chemicals are kept in areas not accessible to clients without staff assistance. The facility has spill kits or other appropriate protocol for handling toxic substances, such as drain opener, oven cleaner, or bleach.
    - c) The agency reports communicable diseases to local public health officials and SSF/CoC (via a major/unusual incident report) when detected no later than the end of the next business day.
  - 25) As applicable, programs have food preparation areas that contain suitable space and equipment to store, prepare, and serve food in a safe and sanitary manner and meet local code.
  - 26) Programs ensure exits, steps, and walkways are clear of debris, ice, snow, and other hazards. There is a process in place to maintain clear walkways. Steps have treads or similar accommodation to prevent slipping. All walkways are kept in safe condition regardless of the season. The facility has a plan for ensuring that debris is regularly removed from walkways.
  - 27) Staff have keys to all locks in the facility. In independent units, clients are responsible for locking their unit, but staff maintains the ability to access units when needed and consistent with landlord-tenant law where applicable.
  - 28) The agency has done radon testing and made any necessary remediation in buildings where clients have access to a basement.

## **J) RECORDKEEPING**

- 1) Programs collect and record data in HMIS according to HMIS standards.
  - a) Programs have confidentiality policies that at minimum are consistent with HMIS privacy and security requirements, make certain that files are kept in a secure or locked location, and ensure that verbal communication of confidential information is done in such a way that avoids unintended disclosure.
- 2) Programs maintain participant eligibility documentation specific to each applicable homeless and/or at-risk category served.
- 3) Programs maintain records to document services provided to each program participant with client files that include at minimum:
  - a) Standard program documentation, such as participant emergency contact information, participant consent forms for information collection and sharing, program intake/assessment, individualized housing/service plan, case notes, program exit/termination forms, appeals and grievance forms and responses.
  - b) Information about services provided including up-to-date case notes that record client and service provider contacts and client progress toward obtaining and, where applicable, maintaining permanent housing.

- i) Case notes that are concise, factual, relevant, and legible. Case notes include details of client progress including housing stabilization once clients move into housing.
- 4) Programs maintain records to document shelter and housing eligibility and compliance with applicable local, state, and federal requirements (e.g., habitability inspection forms, FMR and rent reasonableness documentation), as applicable.
- 5) Records containing client information are kept in a secure location and locked (or capable of being locked) to maintain confidentiality.

## ADDITIONAL STANDARDS BY PROGRAM TYPE

### 3) HOMELESSNESS PREVENTION AND DIVERSION

#### A) PURPOSE OF HOMELESSNESS PREVENTION AND DIVERSION

- 1) **Homelessness prevention:** Homelessness prevention programs assist people who are imminently at-risk of literal homelessness with housing problem solving, temporary financial assistance, information and referral to other resources, and time-limited housing stabilization assistance.
- 2) **Diversion** is the most targeted form of homelessness prevention and involves strategies and practices seeking to assist people to resolve their immediate housing crisis by accessing a safe and appropriate housing alternative versus entering emergency shelter or otherwise staying in a place not meant for human habitation that night. This typically occurs at the point people request emergency services, such as access points, entry into emergency shelter, or could take place in a day center or through outreach before a person spends a night unsheltered. A household is “diverted” if they face imminent literal homelessness (e.g., tonight) and are instead supported and able to identify a safe and appropriate alternative to literal homelessness.

#### B) KEY PERFORMANCE INDICATORS

- 1) Key performance indicators for **homelessness prevention** include, but are not limited to:
  - Active caseload rate (%)
  - Average length of participation
  - Successful outcomes (#, %)
  - Successful housing outcomes (#, %)
  - Subsequent homelessness (%)
  - Cost per household
- 2) Key performance indicators for **diversion** include, but are not limited to:
  - Successful diversion outcomes (#, %)
  - Average wait-time
  - Subsequent homelessness (%)
  - Cost per household

#### C) STAFFING REQUIREMENTS

- 1) Staff providing or supervising program services (“direct service staff”) complete training as indicated in Section 2: General Standards and the following trainings on an annual basis:
  - a) Housing problem solving and other complementary crisis intervention approaches.
  - b) Housing-focused case management approaches and standard practices.
  - c) Community prevention and housing stabilization resources and referral protocols.
  - d) Outreach, shelter, and other crisis response services and referral protocols.
  - e) Fair housing, landlord/tenant law, rights and responsibilities.
  - f) Home visitation safety and ethics.
  - g) Program financial and rental assistance requirements and uses, including but not limited to initial and ongoing eligibility criteria, program requirements, and assistance maximums.
- 2) Program has routine ways to keep staff regularly updated on new strategies, policies, and housing assistance options in the community, including related housing assistance eligibility criteria, referral and application processes.

- 3) Program direct service staff provide screening, intake/assessment, housing problem solving, access to financial assistance, including connection to community and mainstream resources, and time-limited housing-focused case management and stabilization assistance.
- 4) In general, each full-time equivalent program direct service staff maintains a small active caseload (e.g., 20 households) to ensure individualized service delivery.
- 5) The program designates staff or partners with a third-party provider whose responsibility is to identify and recruit landlords and encourage them to rent to homeless households served by the program.
  - a) Staff working with landlords have the knowledge, skills, and agency resources to understand landlords' perspectives, understand landlord and tenant rights and responsibilities, and negotiate landlord supports.
  - b) A program may have dedicated staff for whom this is the primary responsibility. If a program does not have a dedicated staff person(s) or does not partner with a third-party provider, then case managers fulfill this function, with responsibilities including landlord recruitment and negotiation.

#### D) PROGRAM ACCESS

- 1) Programs are accessed via referral from the Sacramento Coordinated Access System (CAS), including 2-1-1 and affiliated CAS access points, and/or other referral pathways approved by program funders. Referral partners use standard screening criteria and triage tools when provided by CAS to identify and refer potentially eligible households.
  - a) Referrals to homelessness prevention programs are responded to within 2 business days.
  - b) Referrals to diversion programs are responded to same-day and per diversion performance standards for call wait times.
- 2) Programs use standardized, brief screening questions when provided by CAS to determine household needs and eligibility.

#### E) ELIGIBILITY AND PRIORITIZATION

- 1) For ESG-funded homelessness prevention programs, assistance may be provided to households who meet the criteria under the federal At Risk of Homelessness definition<sup>1</sup>, or who meet the criteria in paragraph (2), (3), or (4) of the federal homeless definition and have an annual income below 30% of Area Median Income (AMI). Eligibility documentation requirements vary depending on which criteria are met. For Homeless Category 2, the household will lose their housing within 14 days while for At Risk Category 1C, the household has been notified in writing that their right to occupy housing will be terminated within 21 days.
- 2) Homelessness prevention programs that are funded through other local, state, private, or other federally funded sources may use the above standards for ESG Programs or may establish their own standards regarding participant eligibility in alignment with funding source requirements.
  - a) Programs that establish their own standards ensure that they are targeting homelessness prevention resources to individuals and households most in need of assistance. It is recommended that all homelessness prevention programs serve households with an annual income that is no greater than 60% of AMI and who lack other viable housing options and resources to ensure homelessness prevention resources are prioritized for those households at greatest risk of experiencing homelessness without assistance.
- 3) Prioritization for homelessness prevention assistance is provided for households who meet prioritization criteria as determined for CAS.
- 4) Households are eligible for diversion assistance based self-reported initial circumstances indicating imminent literal homelessness as determined for CAS.
- 5) Prioritization for more intensive or extended diversion assistance is provided for households who meet prioritization criteria as determined for CAS.

#### F) HOMELESSNESS PREVENTION AND DIVERSION ASSISTANCE

- 1) **Assessment:** A collaborative, housing-focused assessment is conducted to determine each household's situation including current household safety, housing conditions, options and resources via a housing problem-solving

conversation and screening/assessment/intake within 72 hours of program enrollment. Other assessments completed prior to housing are limited and focus on those things necessary to support the immediate or otherwise critical health and safety needs of participant household members while resolving the housing crisis as quickly as possible.

- 2) **Housing problem solving (HPS):** HPS is used as the primary form of assistance to stabilize existing housing or secure new temporary or permanent housing through non-financial means such as conflict resolution, landlord/tenant mediation, information and referral, and use of the household's natural supports. Housing problem solving and other resources are used prior to offering additional support services and/or financial assistance.
- 3) **Homelessness prevention only:**
  - a) **Housing-focused case management:** Participants are offered, but not required to participate in services that they need to attain and stabilize in permanent housing.
    - i) While all participants are expected to be actively working toward obtaining permanent housing or other appropriate next step placement (e.g., treatment) as a program eligibility condition, when a participant is not progressing toward resolving their housing crisis and declines or does not engage in re-housing assistance, including housing-focused case management, program staff use evidence-based assertive engagement, motivational techniques, and other strategies to build rapport, trust, and an understanding of how best to support the participant to resolve their housing crisis.
    - ii) Housing-focused case management is provided by program staff consistent with CAS policies and procedures for prevention assistance. Assistance is provided on a regular basis and the program routinely documents the content and outcome of case management meetings.
      - (1) Services are available during normal business hours. After-hours requests are directed to other available assistance, including 211/CAS, as needed. Evening and weekend hours are strongly encouraged.
      - (2) Staff provide services over the phone or in-person at authorized service locations.
    - iii) **Core housing-focused case management services include:**
      - (1) Development of an individualized housing plan based on the housing-focused assessment that accounts for client preferences and abilities and addresses housing barriers related to income, credit, rental history, criminal history, and other conditions or circumstances presenting a barrier to housing, along with other immediate service needs and supports.
        - (a) The plan identifies the support and services the program and program service partners will provide to help individuals find and keep permanent housing and address other critical and immediate service needs.
        - (b) The plan accounts for participant preferences/choices and includes only goals created with and agreed to by the participant.
        - (c) Though income is not a requirement at the beginning of a program, case managers help participants review their budgets, including income and spending, to make decisions about reducing expenses and increasing income. Options include benefit enrollment and increasing employment and earnings over time.
      - (2) Assistance with meeting basic needs upon move-in to new housing, such as securing basic furnishings for an apartment, including mattresses and basic kitchen items such as a pot for cooking and utensils.
      - (3) Assistance with basic tenancy skills and learning opportunities that can include instruction or guidance on basic landlord-tenant rights and responsibilities, requirements, and prohibitions of a lease, and meeting minimum expectations for care of the housing unit, such as not causing damage.
        - (a) As needed, program staff work directly with the participant and landlord to resolve tenancy issues (e.g., failure to pay rent, unit damage, disturbing quiet enjoyment of others) when they occur to maintain the participant's tenancy.
        - (b) The program works quickly to identify a corrective course of action, and, without breaking a participant's confidentiality, keeps the landlord and participant informed about the program's action to mitigate the situation.



- (4) Screening and assistance to access other community and mainstream housing assistance, public benefits, services, and resources for which they qualify.
- (5) Additional housing stabilization assistance as needed and desired, such as access to legal services for tenants facing eviction, landlord mediation services, housing relocation support, and referrals to code enforcement, public health or other agencies when housing conditions may be unhealthy or potentially unsafe.
  - (a) The program has resources and/or is able to connect participants to other community resources that help participants resolve or navigate tenant problems (e.g., rental and utility arrears, unit upkeep).
- iv) The program has clearly defined relationships (e.g., via a written Memorandum of Understanding (MOU)) with healthcare, employment, income, and other mainstream and community programs and resources that it can connect program participants to when appropriate and desired.
- v) Except where dictated by a funder, program participants typically direct when, where, and how often case management meetings occur. Meetings occur in a participant's home and/or in a location of the participant's choosing whenever possible and with consideration for staff safety and the appropriateness of the location.
  - (1) Staff respect a program participant's home and maintain ethical boundaries at all times, including scheduling appointments ahead of time, only entering when invited in, and respecting the program participant's personal property and wishes while in their home.
- b) **Housing navigation and landlord engagement:** The program or the program's housing navigation/landlord engagement partner offers individualized housing navigation for participants needing to secure safe, stable housing.
  - i) The program has detailed policy and procedures regarding the type of assistance provided to help households find and secure housing when relocation from current housing is needed.
    - (1) Staff explain and distribute this policy to households at entry to the program.
    - (2) Some households may decline assistance in finding housing, but the program checks their progress and offers advice and/or direct assistance if they encounter obstacles they cannot resolve independently.
  - ii) **Core housing navigation services include:**
    - (1) Housing location and counseling services to identify the most appropriate housing placement, including connection with private and public owners and rental agencies willing to provide permanent housing to participants.
      - (a) Program participants may conduct their own search and choose housing they identify independently.
      - (b) Program participants are assisted in making an informed housing choice with the goal that the participant will be able to maintain housing after program exit, even when the household may experience high housing cost burden.
    - (c) Program participants are offered multiple housing choices that meet their preferences, needs, financial means pay for housing, and match the tenant selection criteria for the housing.
      - (i) Program participants are offered information, referral, and application support to apply for any and all forms of subsidized and affordable housing the participant may potentially qualify for and according to participant preferences and needs.
      - (ii) The program honors participant choice in housing selection and uses housing and budgeting plans with participants to help examine housing options, costs, and strategies for maintaining housing post-program exit.
        - 1. For extremely low-income households, there is due diligence on the program's part to help participants secure income (through employment, public benefits, and/or on-going rental assistance) to support housing and other costs by program exit.
        - 2. Program participants are assisted in exploring and facilitating *shared housing* opportunities in community-based housing or through master-leasing.

- (2) Assistance with obtaining needed documentation, completing housing applications, appealing application rejections, and negotiating rental agreements.
- (3) Assistance with the move-in process, including identifying resources for basic furnishings, accessibility modifications, or other expenses.
- (4) Support in understanding basic landlord-tenant rights and responsibilities and lease requirements.
- iii) The program has written policies and procedures for landlord recruitment activities, including screening out potential landlord partners who have a history of poor compliance with their legal responsibilities and fair housing practices.
- iv) **Core landlord engagement services include:**
  - (1) Continual engagement, recruitment and retention of landlord partners and methods of tracking landlord partners and unit vacancies, unit locations, characteristics, and costs.
  - (2) A standard, basic level of support offered to all landlords who lease to program participants.
    - (a) This support is detailed in a written policy or other descriptive material distributed to landlords. Programs can negotiate additional supports, as needed, on a case-by-case basis.
  - (3) Timely response (e.g., within one business day) by program staff or a service partner to address landlord calls about serious tenancy problems and to offer support to resolve conflicts around lease requirements, complaints by other tenants, and timely rent payments.
  - (4) In the case of households at risk of eviction, proactive attempts to secure commitment from landlords not to pursue eviction/canceling of the lease after payment. Whenever possible, programs negotiate move-out terms and assist the person/household to quickly locate and move into another unit without an eviction in coordination with landlord partners.
- c) **Financial and rent assistance:** The program or the program's financial and rent assistance partner provides financial assistance for housing costs, which may include security deposits, utility deposits, short- and medium-term rental assistance payments, rent arrears, utility arrears, and rental application fees, subject to funding limitations, requirements, and availability.
  - i) The program has established maximum amounts and maximum number of times a participant may be assisted within a given period (such as applications per year) in accordance with the standards below, funding requirements and limitations, and evidence-based, progressive assistance practices.
    - (1) When providing temporary financial assistance, the program takes into consideration whether the participant's housing situation is likely to be sustainable after support is received. Concern that the situation may not be sustainable in the long term is not a basis for refusing assistance but may be used to recommend or require creation of a housing stability plan with goals for income increases, cost decreases, and/or location of alternative housing.
    - (2) The program has clearly defined policies and procedures for determining the amount of financial assistance provided to a participant, as well as defined and objective standards for when case management and financial assistance should continue and end.
      - (a) Guidelines are flexible enough to respond to the varied and changing needs of program participants, including when participants enter the program or subsequently have zero income. An individualized, flexible ("progressive") approach is used whenever possible to determine the amount and duration of rent and financial assistance. Assistance is not a standard "package" and is flexible enough to adjust to households' unique needs and resources, especially as participants' financial circumstances or housing costs change.
      - (b) Policies detailing this progressive approach include clear and fair decision guidelines and processes for reassessment for the continuation and amount of financial assistance.
      - (c) Policies and procedures also detail when and how assistance is used as a bridge to a permanent subsidy (e.g., Housing Choice Voucher).

- (3) The program has the capacity to pay reasonable back rent and utility arrears that directly prevent a participant from being able to sign a lease.
  - (4) If participants are expected to pay an amount toward their housing, the program has written policy and procedures for determining that amount, and it is an amount that is reasonable in relation to participant income.
  - (5) Each program participant receiving rental assistance has a legally binding, written lease for the rental unit, unless the assistance is solely for rental arrears. The lease is between the owner and the program participant, unless otherwise allowed by program funders (e.g., master lease arrangements).
  - (6) Participants receiving more than one-month rental assistance are required to meet with their case manager at least once per month.
  - (7) Financial and rental assistance are offered progressively and as needed. Reassessment and adjustment of rental assistance occurs at least every three months.
  - (8) The program issues checks quickly and on time and has the capacity to track payments to landlords and other vendors.
  - (9) Rental assistance is only provided if the total rent for the unit does not exceed the fair market rent (FMR) established by HUD and complies with HUD's standard of rent reasonableness, unless a waiver is in effect allowing for rents to exceed FMR.
- ii) Eligible participants may receive up to 24 months of rental assistance during any 3-year period.
  - iii) Rental assistance agreements are required and used when providing rental assistance payments to a landlord.
    - (1) The rental assistance agreement must provide that, during the term of the agreement, the owner must give the rehousing agency a copy of any notice to the program participant to vacate the housing unit or any complaint used under state or local law to commence an eviction action against the program participant. In such instances, program will respond to assist participants to avoid eviction and concurrently communicate with the landlord to address concerns.
    - (2) The rental assistance agreement with the landlord must terminate and no further rental assistance payments under that agreement may be made if:
      - (a) The program participant moves out of the housing unit for which the program participant has a lease;
      - (b) The lease terminates and is not renewed; or
      - (c) The program participant becomes ineligible to receive rental assistance.
    - (3) Each program participant receiving rental assistance must have a legally binding, written lease for the rental unit, unless the assistance is solely for rental arrears. The lease must be between the owner and the program participant.
- d) Program participant eligibility and the types and amounts of assistance the program participant needs are re-evaluated and documented in the participant case file at least once every three months.
    - i) Case review and conferencing is used to guide progressive assistance (i.e., ongoing adjustment to type, amount, duration of assistance based on needs relative to obtaining and maintaining housing and achieving housing stability).
  - e) For federal ESG Program-funded assistance only: When services are provided under the Homelessness Prevention component to help a program participant remain in or move into permanent housing, the ESG minimum habitability standards for housing units (including lead-based paint) apply to either the current unit (if the program participant is staying in place) or to a new unit (if the program participant is moving).
  - f) For ESG-Funded rental assistance or Housing Relocation and Stabilization Services and for other non-federally funded assistance when indicated by a local funder:
    - i) Program participant eligibility and the types and amounts of assistance the program participant needs must be re-evaluated and documented in the participant case file not less than once every three months.
    - ii) Eligible participants may receive up to 24 months of rental assistance during any 3-year period.

- iii) Participants must have a written lease to receive rental assistance.
- iv) Participants receiving more than one-month rental assistance are required to meet with their case manager at least once per month.
- v) Participants are required to contribute 30% of their monthly adjusted income towards rent at minimum and seek to take on full rent as quickly as possible.
- vi) Rental assistance is only provided if the total rent for the unit does not exceed the fair market rent (FMR) established by HUD and complies with HUD's standard of rent reasonableness, unless a waiver is in effect allowing for rents to exceed FMR.
- vii) The program complies with all other applicable ESG Program and/or CoC Program requirements for financial and rental assistance.

## **G) PROGRAM EXIT**

- 1) Standard indicators of housing stability and crisis resolution are used to guide case closure decisions and account for participant preferences, lease-compliance, ability to pay housing costs, other conditions or issues that may affect housing stability in the near-term, and the related need for further assistance.
- 2) Program supervisors review and approve all decisions for case closure and program exit.
- 3) When closing a case, information is provided to participants about how they can access assistance from the program again if needed and what kind of follow-up assistance may be available.
  - a) In instances when a participant is at imminent risk of returning to homelessness, the program has the capacity to either directly intervene or provide referral to another prevention resource.
- 4) When closing a case, information is provided to landlords about how they can contact the program again if needed and what kind of follow-up assistance may be available.
- 5) For ESG-Funded rental assistance or Housing Relocation and Stabilization Services only: When terminating assistance to a program participant, the program at a minimum, follows a process that provides:
  - a) Written notice to the program participant containing a clear statement of the reasons for termination;
  - b) A review of the decision, in which the program participant is given the opportunity to present written or oral objections before a person other than the person (or a subordinate of that person) who made or approved the termination decision; and
  - c) Prompt written notice of the final decision to the program participant.

## 4) STREET OUTREACH

### A) PURPOSE OF STREET OUTREACH

- 1) **Street outreach** programs offer mobile services to engage and assist unsheltered individuals and families experiencing homelessness within the CoC's geographic area, including those least likely to request assistance. Services typically include engagement, connection to emergency shelter, housing, critical/crisis services, basic needs support, and urgent, non-facility-based care. The standards in this section pertain to Street Outreach programs that are housing-focused versus programs that exclusively focus on healthcare, material or food assistance needs, or other non-housing related needs.

### B) KEY PERFORMANCE INDICATORS

- 1) Key performance indicators for **street outreach** include, but are not limited to:
  - Active caseload rate (%)
  - Average length of participation
  - Successful outcomes (#, %)
  - Successful housing outcomes (#, %)
  - Returns to homelessness (%)
  - Cost per household

### C) STAFFING REQUIREMENTS

- 1) Street outreach workers complete training as indicated in Section 2: General Standards and the following trainings on an annual basis:
  - a) Housing problem solving and other complementary crisis intervention approaches.
  - b) Community prevention and housing stabilization resources.
  - c) Shelter and other crisis response services and referral protocols.
  - d) Street outreach staff safety.
  - e) Assertive and meaningful engagement strategies.
  - f) Fair housing, landlord/tenant law, rights and responsibilities.
- 2) Street outreach workers who are housing-focused (exclusively or in conjunction with other service providers) provide screening, intake/assessment, housing problem solving, time-limited housing-focused case management and stabilization assistance, access to financial assistance, and connection to community and mainstream resources.
- 3) Each full-time equivalent street outreach worker who is housing-focused generally can serve no more than 40 active cases, though in general active caseloads may be much smaller depending on the service needs of participants, including for those needing only one-time or very short-term assistance.

### D) PROGRAM ACCESS

- 1) Street outreach staff generally work in groups of two. Four or more outreach staff generally do not approach the same unsheltered person at the same time.
- 2) Except in limited circumstances, street outreach staff exit their vehicles to engage with people who are unsheltered.
- 3) Initial engagement may occur in outdoor locations, drop-in centers, and other public locations (e.g., fast food restaurants), or locations that are both accessible and safe for staff and clients. Follow-up engagement may occur in sheltered locations as necessary.
- 4) Street outreach staff verbally identify themselves, the organization they work for, and the intention of their engagement in every encounter with an unsheltered person they have not previously engaged with during street outreach.

- 5) Participating in street outreach services is voluntary. Street outreach workers seek and record consent (which can be verbal but must be documented) to engage with unsheltered persons and their voluntary desire to engage with the street outreach workers.
- 6) In the event an unsheltered person does not wish to engage with street outreach staff, this is respected during the encounter. Street outreach workers continue to attempt engagement with people who are unsheltered and not service-connected at least every two weeks (in alignment with local Assertive Engagement principles) unless there is a system case conference decision to reduce or stop engagement attempts. In all instances, outreach staff use trauma-informed and person-centered approaches. All outreach attempts, contacts, and engagement results are recorded in HMIS and client case files.
- 7) Outreach teams check HMIS to coordinate or de-duplicate any services with other outreach teams before enrolling a new client.
- 8) For newly contacted unsheltered persons, street outreach staff ensure basic contact data and any other available Universal Data Elements are recorded in HMIS within three business days of contact. If the newly contacted unsheltered person is unable to choose whether to give consent to share their data within the HMIS their profile may be privatized according to the HMIS privacy policy and done so in accordance with current HMIS privacy training(s).

## **E) ELIGIBILITY AND PRIORITIZATION**

- 1) For ESG-funded street outreach programs: Individuals and families must meet the HUD definition of Literally Homeless (Category 1) and specifically have a primary nighttime residence that is a public or private place not meant for human habitation (unsheltered persons).
- 2) Street outreach programs that are funded through local, state, private, or other federally funded sources may use the above standards for ESG programs or may establish their own standards regarding participant eligibility in alignment with funding source requirements. Programs that establish their own standards should ensure that they are targeting Street Outreach resources to individuals and families in unsheltered situations.
- 3) Third-party documentation of literal homelessness is not required for street outreach enrollment and assistance.
- 4) Prioritization for more intensive or extended street outreach assistance is provided for households who meet prioritization criteria as established by the CoC and local funders.

## **F) STREET OUTREACH ASSISTANCE**

- 1) Each household's situation is assessed to determine current household safety, living conditions, shelter eligibility (if there is expressed interest), diversion options, and resources via a housing problem-solving conversation and screening/assessment/intake.
- 2) Housing problem solving is offered by all outreach teams and used as the primary form of assistance to engage households in identifying any safe, available housing options and to stabilize existing housing or secure new temporary or permanent housing through non-financial means such as conflict resolution, landlord/tenant mediation, information and referral, and use of the household's natural supports.
- 3) Outreach workers use system case conferencing to further problem-solve and coordinate assistance for unsheltered households as needed and consistent with system case conferencing protocols.
- 4) All assisted households are screened and connected to other community and mainstream housing assistance, public benefits, services, and resources for which they qualify and are interested.
- 5) Street outreach assistance is mobile and provided where people who are unsheltered are currently living and in locations where they are easily contacted and engaged.
- 6) Street outreach assistance is available during normal business hours. Street outreach availability after-hours and on weekends is available when requested for urgent needs and service linkage.
- 7) Street outreach teams support households who have no safe, alternative housing (temporary or permanent) to access the following assistance as quickly as possible and consistent with CAS policies and procedures:
  - a) Shelter and temporary housing assistance: emergency shelter, interim housing, and transitional housing, including hotel/motel voucher assistance.



- b) Permanent housing assistance: individualized rehousing assistance (housing search, placement, stabilization assistance, if not provided by street outreach team), permanent supportive housing, and other types of permanent housing.
  - c) Basic needs assistance, including food, clothing, supplies, and other immediate material needs for household members (including pets).
  - d) Medical and behavioral healthcare assistance.
  - e) Cash and non-cash benefits, including access to services and advocacy to obtain public benefits (e.g., SOAR).
  - f) Flexible financial assistance for needs unable to be addressed via other sources, such as application fees, storage unit costs, etc.
- 8) Street outreach teams provide transportation or offer transportation assistance to ensure immediate and ready access to needed shelter, housing assistance, and services, including support to navigate and use public transportation options and resources.
  - 9) Street outreach teams provide assistance to obtain, store and access vital documents needed for housing and services. With participant consent, Street Outreach teams upload participants' documents to their HMIS record within 3 business days of obtaining the document.
  - 10) Street outreach providers coordinate outreach assistance and attend system-level outreach coordination meetings.
    - a) Outreach teams work to coordinate with other teams that share geography to leverage expertise and de-duplicate services. Outreach teams share their schedules in each geography.

## 5) EMERGENCY SHELTER

### A) PURPOSE OF EMERGENCY SHELTER

- 1) **Emergency shelters** provide safe, temporary housing for individuals and/or families who have no alternative safe housing options while they are supported in obtaining permanent housing or access to other appropriate assistance, such as treatment. Shelters serve people who have neither a safe home nor the means to obtain other safe permanent or temporary housing. Emergency shelters may serve specific populations (e.g., families with children, single adults, transition age youth), in congregate or non-congregate facilities, and do not require occupants to sign leases or occupancy agreements. Emergency shelters seek to have low barriers to entry (without extensive requirements or rules) and, at a minimum, provide basic needs, housing-focused services, and linkage to voluntary mainstream services.

### B) KEY PERFORMANCE INDICATORS

- 1) Key performance indicators for **emergency shelters** include, but are not limited to:
  - Utilization (occupancy) (%)
  - Average length of stay
  - Successful outcomes (#, %)
  - Successful housing outcomes (#, %)
  - Negative exits (%)
  - Returns to homelessness (%)
  - Cost per household

### C) STAFFING REQUIREMENTS

- 1) Shelter direct service staff complete training within 30 days of hire as indicated in Section 2: General Standards and the following trainings on an annual basis:
  - a) Housing problem solving and other complementary crisis intervention approaches.
  - b) Community prevention and housing stabilization resources.
  - c) Proper food handling and storage if required by law. State law requires all food handlers in the state of California have California Food Handler Card. New hires have 30 days from the date of hire to obtain a card.
  - d) Equal Access, Fair Housing, and reasonable accommodation.
  - e) Emergency evacuation procedures and fire safety.
  - f) Shelter and other crisis response services and referral protocols.
- 2) The shelter has sufficient staff on duty 24 hours per day, every day, consistent with local funding requirements and applicable codes and ordinances. Non-congregate shelters may have alternative staffing plans that do not provide 24-hour staff coverage, as permitted by shelter funders.
  - a) The required client/staff ratio is set by agreement with shelter funders in consultation with the CoC/SSF, including on-site and on-call staff, and is documented in the weekly staff schedule.
  - b) There is a staff coverage plan for weekend and seasonal changes and plans for staff backup and on-call coverage.
- 3) The shelter has a supervisor/manager available on call to the program for consultation with staff about challenging participant situations and other urgent matters.
- 4) The shelter has a case consultation and conferencing policy in place that outlines situations requiring supervision, internal case conferencing, and/or system case conferencing according to system case conferencing policies and procedures.
- 5) At least one staff person on duty at all times is trained in emergency first aid and CPR.

- 6) All shelter staff are tested for tuberculosis upon hire and every 12 months and referred to any necessary follow up and/or treatment if indicated. Staff complies with any recommended follow-up testing necessary as indicated by a health care provider.
- 7) The shelter and shelter staff comply with all public health orders and infectious disease control, mitigation, and reporting requirements applicable to emergency shelters.
  - a) Staff are encouraged to obtain an annual flu vaccine and other vaccines as recommended by public health authorities and have an up-to-date record of vaccinations.
  - b) The shelter complies with [California Code of Regulations, Title 8, Section 5199](#), regarding Aerosol Transmissible Diseases (ATD) control and worker and client safety expectations.
- 8) Upon satisfactory completion of each training staff receive a verification of completion. Verification of completion is documented in employee files. All training materials are available for staff reference.
- 9) Ongoing professional development and supervision are provided by the agency and may include case conferences, case supervision, workshops, and training courses.

#### **D) PROGRAM ACCESS**

- 1) The shelter has clearly written and consistently implemented referral standards, admission policies, and hours for new participant admission. If participating in CAS, the shelter has policies and procedures for access that are consistent with and account for CAS policies and procedures for shelter referral and admission.
- 2) The shelter accepts new participant admissions (when shelter is open, and beds are available) Monday through Friday for at least a four-hour period daily. When feasible, admissions are accepted on weekends.
- 3) Denial of admission to the facility can only be based on the reasons described under Eligibility & Prioritization, below. If participating in CAS, the shelter adheres to CAS policies and procedures for denial of admission and appeals.
  - a) Any household denied entrance is informed of reason, conditions for lifting the restriction and right to appeal, including whom to contact regarding an appeal and information about the appeal process. Reason for denial is entered into HMIS to support appropriate future CAS shelter referrals for the household.
- 4) Upon admission, participants are provided with copies of the following:
  - a) Participant rights
  - b) Written program rules
  - c) Storage policy, including storage after exit
  - d) Medication storage policy
  - e) Grievance Procedure

#### **E) ELIGIBILITY AND PRIORITIZATION**

- 1) The shelter serves households who meet all of the following eligibility criteria:
  - a) Currently are in Sacramento County;
  - b) Currently unsheltered or will be unsheltered tonight if not provided emergency shelter, meaning the household:
    - i) Has no safe housing and is staying or will be staying tonight in a public or private place not designated for, or ordinarily used as a regular sleeping accommodation for human beings (e.g., a car, park, abandoned building, bus or train station, airport, or camping ground); AND
    - ii) Has no other safe housing options or resources available to secure housing tonight, including other safe, appropriate temporary accommodations while they secure more permanent housing;
  - c) Shelter, re-housing and other critical needs are best served by an emergency shelter and are not more appropriately served by another resource or system of care (e.g., domestic violence shelter, in-patient psychiatric treatment, other specialized residential care facility);

- d) Are able to care for all household members together or individually (i.e., are self-caring), including all activities of daily living and medication administration;
  - e) Consent to basic shelter rules and expectations, including actively working on an individualized housing plan to obtain permanent housing as quickly as possible and according to individual means and abilities;
  - f) Do not exhibit behavior that creates a safety or health risks for self or others;
  - g) If previously stayed in shelter and exited unsuccessfully, agree to behavior or other changes and conditions necessary to meet all emergency shelter eligibility criteria, including actively working on a housing plan to obtain permanent housing as quickly as possible according to individual needs and abilities;
  - h) Are not a convicted sex offender subject to community notification unless the shelter has received an exception to this criterion from funders and/or per CAS policies and procedures and is able to safely shelter such individuals;
  - i) Single adult emergency shelters only: Individuals who are 18 years of age or older who do not have physical custody of minor children upon entry.
- 2) Third party documentation of literal homelessness is not required for emergency shelter admission and assistance.
- 3) The shelter may deny admission for the following reasons:
- a) Household does not meet the basic eligibility criteria for shelter admission (e.g. gender, age, homeless status, domestic violence victim, etc.);
  - b) The shelter has designated funding sources with additional restrictions (e.g. VA beds that require advance approval by the VA) may deny entry to those not meeting funder requirements;
  - c) A restraining order that prohibits admission to the facility;
  - d) Documented violent or threatening behavior;
  - e) Conduct from prior stay at the shelter that puts the health and safety of staff or participants at risk (e.g. violence, weapons violations, disclosing confidential location of shelter, and egregious damage to property);
  - f) The household requires care and supervision to manage the activities of daily living (feeding, toileting, selecting proper attire, grooming, maintaining continence, putting on clothes, bathing, walking and transferring) without the appropriate support available on-site.
- 4) Prioritization for emergency shelter is provided for households who meet prioritization criteria as established in CAS policies and procedures.
- 5) Clients must continue to meet shelter eligibility criteria while residing in emergency shelter to continue staying in shelter. When a client stops meeting eligibility criteria, emergency shelter staff may initiate a shelter system exit or a shelter-to-shelter transfer consistent with CAS policies and procedures.
- a) An individual or family may stop meeting basic shelter eligibility requirements for various reasons, including but not limited to when:
    - i) A previously unavailable or new safe alternative housing option becomes available;
    - ii) An individual has sufficient resources to secure other housing, including temporary housing (e.g., motel) while they work to secure more permanent housing;
    - iii) An individual stops working to obtain permanent housing and has disengaged from rehousing assistance despite multiple and progressive documented provider engagement attempts and reasonable opportunities to engage;
    - iv) An individual demonstrates a need for a higher level of care than available in emergency shelter and such care is readily available (e.g., an individual in need of crisis stabilization for a mental health crisis and can be assisted in immediately accessing a mental health crisis bed). In such instances, staff and clients should follow CAS shelter-to-shelter transfer policies and procedures;
    - v) An individual is actively selling or distributing illegal drugs on site;
    - vi) An individual persistently violates basic shelter rules, despite clearly communicated expectations and reasonable opportunities to comply;

- vii) An individual physically threatens or assaults another person, including but not limited to sexual assault, verbally or physically threatening behaviors, which rise to the level of a “direct threat” to persons or property, as defined in paragraph (3) of subdivision (b) of Section 12179 of Title 2 of the Code of California Regulations, as well as other physical violence directed to staff, volunteers, guests, or other program participants.

## F) EMERGENCY SHELTER SERVICES

The shelter, directly and/or through third-party service partnerships, offers the following services for shelter participants.

- 1) **Assessment:** A collaborative, housing-focused assessment is conducted or updated with all participants within 5 business days of shelter entry, including evaluation of critical and immediate service needs of the household, information about past or current services received, information about housing access and retention barriers, and other information necessary to provide shelter services and to support successful and rapid placement in safe, stable housing or other appropriate next step options (e.g., treatment).
- 2) **Housing-focused case management:** Participants are offered, but not required, to participate in services that they may need to obtain and stabilize in permanent housing.
  - a) While all participants are expected to be actively working toward obtaining permanent housing or other appropriate next step placement (e.g., treatment) as a shelter eligibility condition, when a participant is not progressing toward resolving their housing crisis and declines or does not engage in re-housing assistance, including housing-focused case management, shelter staff use evidence-based assertive engagement, motivational techniques, and other strategies to build rapport, trust, and an understanding of how best to support the participant to resolve their housing crisis.
  - b) Housing-focused case management is provided by shelter staff or a third-party provider consistent with CAS Policies and Procedures for rehousing assistance. Assistance is provided on a regular basis (e.g., daily or weekly contacts) and the shelter routinely documents the content and outcome of case management meetings. Core services include:
    - i) Development of an individualized housing plan based on the housing-focused assessment that accounts for participant preferences and abilities and addresses housing barriers related to income, credit, rental history, criminal history, and other conditions or circumstances presenting a barrier to housing, along with other immediate service needs and supports desired by the participant. The plan identifies the support and services the program and program service partners will provide to help individuals find and keep permanent housing and address other critical and immediate service needs.
    - ii) Ongoing engagement and support to facilitate a match to an appropriate permanent housing placement via CAS or other means.
    - iii) Housing location and counseling services to identify the most appropriate housing placement;
    - iv) Connection with private and public owners and rental agencies willing to provide permanent housing to participants;
    - v) Assistance with housing applications and appeals and negotiating rental agreements;
    - vi) Assistance exploring and facilitating shared housing opportunities in community-based housing and through master-leasing; and
    - vii) Assistance with the move-in process, including identifying resources for basic furnishings, accessibility modifications, or other expenses.
- 3) **Service referral and coordination:** Service referral and coordination (i.e., service navigation) is available to program participants. The program has screening and triage procedures and supports participants in immediately accessing needed and desired services including completing and submitting applications for assistance.
  - a) Referral and follow-up procedures confirm participants are connected to services to which they are referred. Documentation of referrals made, and referral confirmation must be maintained in participant files.
  - b) At minimum, participants receive service referral and coordination assistance for:
    - i) **Health and wellness:** Medical health, mental health, and any needed alcohol and drug services. Program staff encourage and assist participants to obtain and maintain health insurance, obtain a primary care provider, and

access immunization services. This includes publicly posting or otherwise making available information on health-related services.

- ii) **Mainstream benefits:** Public benefits and entitlements (e.g., general assistance, SNAP, SSI/SSDI, Veteran benefits) health insurance benefits (e.g., Medi-Cal, Medicare, Covered California, etc.), childcare assistance, and other sources of cash and non-cash assistance.
  - iii) **Employment, education and life skills:** Employment development or placement programs, including federal and state funded workforce development programs and support services.
  - iv) **Transportation:** Shuttle service, bus passes, and/or car services (e.g., taxi, Uber), to support access to community-based services and housing searches. Accommodations are made for disabled persons who are unable to access general means of transportation.
- 4) The shelter enters housing-focused case management services and services referral information in HMIS according to HMIS policies and procedures.

## G) EMERGENCY SHELTER OPERATIONS

The program adheres to the following standards for operations and facilities, unless otherwise by program funders and/or due to the nature of the program facility (i.e., certain standards are applicable to only congregate shelter environments).

### 1) Facilities

- a) The proper number of beds or units are provided consistent with funder and CoC/SSF agreements.
- b) The program complies with all applicable state and local building, health, environmental, and safety standards/regulations and has Building and Occupancy permits posted.
- c) The program complies with HUD Emergency Solutions Grants (ESG) Program minimum habitability standards for emergency shelters.<sup>2</sup>
  - i) The shelter building is structurally sound to protect residents from the elements and does not pose any threat to health and safety of the residents.
  - ii) Except where the shelter is intended for day use only, the shelter provides each program participant in the shelter with an acceptable place to sleep and adequate space and security for themselves and their belongings.
  - iii) Each room or space within the shelter has a natural or mechanical means of ventilation. The interior air is free of pollutants at a level that might threaten or harm the health of residents.
  - iv) The shelter's water supply is free of contamination.
  - v) Each program participant in the shelter has access to sanitary facilities that are in proper operating condition, are private, and are adequate for personal cleanliness and the disposal of human waste.
  - vi) The shelter heating/cooling facilities are in proper operating condition.
  - vii) The shelter has adequate natural or artificial illumination to permit normal indoor activities and support health and safety. There are sufficient electrical sources to permit the safe use of electrical appliances in the shelter.
  - viii) Food preparation areas, if any, contain suitable space and equipment to store, prepare, and serve food in a safe and sanitary manner.
  - ix) The shelter is maintained in a sanitary condition.

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<sup>2</sup> <https://files.hudexchange.info/resources/documents/ESG-Emergency-Shelter-and-Permanent-Housing-Standards.pdf>



- x) There is at least one working smoke detector in each occupied unit of the shelter. Where possible, smoke detectors are located near sleeping areas. The first alarm system is designed for hearing-impaired residents. All public areas of the shelter have at least one working smoke detector. There is a second means of exiting the building in the event of fire or other emergency.
- d) The program facilities and housing are consistently maintained and in good repair. The general appearance of each service and residential building is well maintained. In addition to meeting habitability standards above, the program ensures:
  - i) The program has a written housekeeping and maintenance plan to ensure a safe, sanitary, clean, and comfortable environment.
  - ii) Bath/toilet areas, hallways, and other common use areas are cleaned daily. The program has proper trash receptacles that are emptied regularly.
  - iii) Both the interior and exterior of the facility are free of debris, clutter, and unsanitary items and there are no obvious safety risks.
  - iv) The program ensures adequate provision of pest control services.
    - (1) The program has a protocol in place for the prevention and control of bed bugs. See [best practices related to bug prevention](#).
    - (2) Twenty-four (24) hour notice is provided to participants of pest control activities unless the type and degree of infestation requires an immediate response (e.g., bed bugs).
  - v) A process for reporting maintenance concerns is posted and acknowledges that non-emergency maintenance issues reported are responded to within two days and identifies the timeframe for addressing the concern.
  - vi) Emergency maintenance items are immediately addressed.
- e) The program provides each person with at least a bed, a blanket, and pillow, all of which are clean and in good repair.
- f) The program has a sufficient supply of functionally clean and reasonably private toilets and hand wash basins, with hot and cold running water.
- g) The program has laundry facilities available to residents, or access to laundry facilities nearby.
- h) The program allows residents to use the program as a legal residence for the purpose of voter registration.
- i) The program provides access to safe drinking water at all times.
- j) Program staff have keys to all locks in the facility. In independent units, clients are responsible for locking their unit, but staff maintains the ability to always access the units.
- k) The program provides towels, soap, sanitary napkins, and toilet tissues.
- l) The program provides access to electrical outlets for charging personal devices such as cell phones and medical equipment.
- m) A telephone is available to staff for emergencies. Emergency numbers are posted by the telephone or otherwise made available to staff on duty. The program takes emergency phone messages and messages from service providers for participants in residence.
- n) The program labels all chemicals and cleaning supplies and keeps all such materials out of reach of children. Any hazardous materials are stored separate from food.
- o) Exits are clearly marked and kept clear of blockage and tripping hazards. Exit signage is consistent with all applicable codes.
- p) All steps have handrails as required by applicable codes. Steps have treads or similar accommodation to prevent slipping.
- q) If the program maintains a vehicle used for participant transport, the vehicle is properly maintained, licensed and insured. All drivers are properly licensed. Provisions are made to provide equal access to transportation services to disabled participants.

## 2) Accessibility

- a) The program conforms to all pertinent requirements of the Americans with Disabilities Act (ADA). See [ADA Checklist for Emergency Shelters](#).
- b) Beds designated as accessible comply with federal height and distance standards requiring a minimum of 36 inches between sleeping units and a sleeping surface height between 17-19 inches above the finished floor.
- c) Beds designated as accessible are prioritized for participants with disabilities. The program is encouraged to provide as many ADA accessible beds as possible, but it is not required or expected that all beds meet these requirements.
- d) Program documentation is provided in forms accessible to hearing-impaired and sight-impaired individuals, upon request.
- e) If the program provides transportation for participants, it also makes provisions for participants who need vehicles that are wheelchair accessible.

## 3) Food service

- a) If the program prepares and serves meals or provides areas for participants to prepare and consume their own meals, the program has the appropriate certifications required by local authorities to prepare, serve, and store perishable food. All food storage and serving areas comply with relevant health codes.
- b) If the program serves food prepared off site by regular donors it provides donors with a handout that details the requirements for food preparation. All food donors read and sign the handout to confirm knowledge of the standards and provide current contact information.
- c) The program generally does not encourage or accept food that has been prepared off-site by intermittent donors.
- d) If meals are served, a meal schedule is posted.
- e) If meals are served or food is provided for participants to use to prepare their own meals, the program makes dietary modifications and/or provides appropriate food options based on participants' health, religious, and/or cultural practices.
- f) Food provided promotes healthy eating and meets the daily nutritional needs of all participants, with reasonable accommodations for known food allergies and dietary requirements.
- g) The program provides a table and chairs if food is served.
- h) Any snacks and meals are provided with reasonable accommodation made for known children's allergies if children are in residence. The program asks about food allergies at intake; however, it is the responsibility of parents and guardians to inform the program of children's food allergies.

## 4) Hours/curfew

- a) The program posts hours of operation in a visible location.
- b) The program provides facilities available to participants for sleeping for a minimum of eight hours.
- c) If the program has a curfew policy, the policy is clearly written and explained to participants at program entry. The policy is consistently enforced.
  - i) Missing a curfew cannot be a reason for denial of entry or discharge unless the late arrival compromises the health or safety of other participants or staff, or other participants right to peaceful enjoyment of the facility.
- d) The program remains open during daytime hours for client access to indoor facilities (e.g., restrooms, food, napping space for children) and personal possessions, unless prohibited by inadequate funding or space limitations.
  - i) If not open 24/7 the program makes reasonable accommodations to normal hours for illness, weather, disabilities, persons working second and third shifts, and other reasonable requests.
  - ii) If the program serves children, it permits 24-hour access to an area where children can nap, unless the program provides independent private units accessible to participants on a 24-hour basis.

## 5) Participant mail

- a) If the program provides mail service, any mail sent or received is not interfered with (e.g., staff opening participants' mail, not providing mail to the participants on the day it is received, etc.).

**6) Participant possessions**

- a) The program has a written policy that is provided upon intake as to what provision is made for securing belongings including what possessions can be held by the program at participant request such as money, medications, and vital documents.
- b) If the program holds funds or possessions on behalf of participants, this service is voluntary, the program maintains a log of items in their possession, and the funds or possessions are promptly returned upon the participant's request. The program decides how specifically to make their log, with consideration to their liability. The log tracks only those belongings that participants choose to store with the program and not all possessions brought into the program.
  - i) This does not apply to belongings abandoned by a person who does not return to the program; in that situation, the program may only keep possessions for a limited time, during which participants may return to retrieve their belongings with support and/or supervision by program staff.
- c) The program provides lockable lockers, storage trunks or make other accommodations that allow participants to securely store their belongings. Reasonable access by the participants to their belongings is provided.
  - i) Waivers of the requirement that storage space be lockable can be requested if the physical layout of the program does not allow for lockable space.

**7) Pets/service animals/animal care**

- a) The program has a policy regarding whether pets are allowed in the facility and/or individual units.
- b) Per ADA requirements, programs make reasonable accommodation for service animals. Additional information regarding ADA requirements for service animals from the U.S. Department of Justice is included in [ADA Requirements: Service Animals](#).
  - i) According to this guidance, emotional support, therapy, comfort, or companion animals are not considered service animals under the ADA. These terms are used to describe animals that provide comfort just by being with a person. Because they have not been trained to perform a specific job or task, they do not qualify as service animals under the ADA.
- c) Program participants are not permitted to acquire and house a pet at the program, unless such pet is a service animal as defined above.
- d) If the program allows pets, the program may establish a maximum per guest pet limit. This is included in program policies and admission documents.
- e) At minimum, if the program allows pets, the program provides OR facilitates access to kennels, animal blankets, leashes, collars, food, and water.
- f) Pet owners assume all the responsibilities for caring for their animals unless the owner is prevented from doing so by a disability or other special need. Owners are responsible for complying with local laws and requirements for pets. Owners' responsibilities include providing their animals with food and water (with program support), cleaning their animals' cages as needed and taking their dogs to a designated dog relief area. Pet owners are also responsible for administering all regular medications to their animals, apart from vaccinations.
- g) The program reserves the right to refuse admittance or otherwise require immediate removal of animals that appear too aggressive for the program to handle. Regardless of initial presenting temperament, enforcement of program rules to reduce the risk of bites and other injuries is always observed, including but not limited to:
  - i) Aggressive animals are handled only by their respective owners or trained staff members;
  - ii) All animals on program property are leashed or always confined;
  - iii) Program participants do not handle or touch pets other than their own; and
  - iv) All incidents involving aggressive animals are documented in writing prior to removal from site.

**8) Participant medication**

- a) The program does not administer or dispense medication and does not require participants to turn over medication, unless administered by a licensed staff person as part of an on-site supportive program in which a program participant is dually enrolled.
- a) The program has a written policy regarding the possession and use of controlled substances as well as prescription and over-the-counter medication.
  - i) The program policy is explained and provided upon intake addressing provisions for securing prescription medications and participants' responsibility to store and utilize their medication safely.
- b) The program encourages participants to lock medication in secure storage areas made available to protect medication from theft.
- c) The facility has a process for secure storage of prescription medications, where applicable, and management of prescribed drugs that require refrigeration.
  - i) The program makes available a lockable storage area for medications and access to refrigeration for medications. This can include a locked box within a refrigerator that also serves other functions.

**9) Weapons**

- a) The program has a weapons prohibition policy. Weapons include but are not limited to firearms, pepper spray, mace, and knives. The program uses discretion when determining which types of knives are prohibited.
- b) The program may, but is not required to, have a mechanism for checking and storing weapons upon entry.

**10) First Aid/CPR (including Mental Health/ Substance Use Disorder First Aid)**

- a) The program has available a first aid kit and supplies in case of a medical emergency and accessible to staff and residents, stocked with sufficient supplies to handle multiple occurrences.
- b) All staff on duty have access to a telephone. Emergency telephone numbers are posted conspicuously near the telephone.
- c) The program has at least one staff person on duty who is trained in standard emergency first aid and evacuation procedures.
- d) The program has a procedure for making referrals to appropriate medical providers.
- e) The program has multiple Narcan kits and fentanyl test strips available for use by trained staff to use for life-saving purposes.

**11) Universal precautions and infectious disease control, reporting**

- a) The program has a written policy regarding the control of infectious diseases, such as HIV, tuberculosis (TB), COVID-19, and Influenza, including on-site quarantine and isolation protocols, when needed.
- b) The program has proper sharps disposal and has a written policy in place governing protocols related to universal precautions.
- c) The program reports any suspicion of infectious disease within the program or when suspect or detected among any program participant. For information about how and when to report, visit [Electronic Disease Reporting](#).
- d) An infectious disease that significantly increases the risk of harm to other participants may be a reason for denial or discharge.
  - i) Participants with lice or scabies or exhibiting symptoms of TB are allowed to stay in the program unless the disease or infestation cannot be appropriately contained (e.g., due to close quarters of facility), in which case those participants may be discharged and referred to a health care provider for treatment.
  - ii) Noncompliance with treatment or containment measures that endanger other participants may be cause for discharge.
- e) Programs comply with [California Code of Regulations, Title 8, Section 5199](#), regarding Aerosol Transmissible Diseases (ATD) control and worker and client safety expectations.

- i) For additional guidance on this regulation and for information regarding best practices for control of infectious disease, please also refer to [Preventing Tuberculosis \(TB\) in Homeless Shelters](#) published by the Los Angeles County Department of Public Health.

#### **12) Smoking**

- a) The program prohibits smoking indoors and reasonable efforts are made to prevent smoke from entering buildings. No smoking should be allowed within 20 feet of the program unless this is infeasible due to the layout of grounds.
- b) The program follows all applicable laws regarding smoking in public areas.
- c) As feasible, the program provides participants with access to designated smoking areas after curfew.

#### **13) Drug/alcohol use/possession**

- a) The program has a policy prohibiting the possession, use or distribution of alcohol or illegal drugs on the premises. If alcohol or drugs are found, participants are given the opportunity to dispose of the prohibited substance or leave the program for that night if they do not wish to dispose of the prohibited substance.
  - i) A violation of this policy cannot be a reason for discharge unless the violation compromises the health or safety of other participants or staff.
- b) Admission, discharge, and service restriction policies are not based on substance use or possession alone.
- c) Drug testing of participants is prohibited unless the testing is part of an agreed-upon treatment plan with the participant and approved by funders and the CoC/SSF.
  - i) Submission to drug testing cannot be a requirement for residency and refusal to participate in drug testing cannot be the basis for involuntary discharge.
- d) Being under the influence of alcohol or drugs on-site is not a sole basis for involuntary discharge unless there is also behavior that compromises the health and safety of other participants or staff.

#### **14) Child/elder abuse and duty to warn reporting**

- a) The program reports abuse, including child abuse, elder abuse, and endangerment according to local, state and federal law.
- b) Legal requirements for reporting abuse extend beyond those staff whose licensure or role obligates them as a mandated reporter or with a duty to warn and includes all staff who provide direct services for clients.

#### **15) Staff and Visitor Identification**

- a) At minimum, all program staff and volunteers wear an identification badge that includes the individual's name. Staff and volunteers may also wear attire with the agency name and/or logos for more ready identification.
- b) All visitors provide valid identification when entering the building, sign into a visitors log and leave the identification or a copy of identification at the front desk during their stay.

### **H) PROGRAM TRANSFERS**

- 1) The program does not transfer participants to other programs arbitrarily, as a punitive measure, or without the participant's consent. The program may however arrange for a participant to move to a different program, with the consent of the participant, if a determination is made by both programs that an alternative setting is likely to better meet the needs of the participant.
- 2) If the program participates in CAS, shelter transfers are managed according to [CAS shelter transfer policy and procedures](#).

### **I) PROGRAM EXIT**

- 1) The program is compliant with [California State law](#) pertaining to occupancy in and termination from program programs, including any "city-, county-, continuum of care-, state-, or federally funded shelter, interim housing, motel voucher, or emergency shelter program in which the city, county, continuum of care, state, or federal governmental entity retains an

oversight and accountability role in ensuring compliance with program regulations and proper program administration.” Relevant aspects of state law are incorporated below or via reference.

- 2) All program exits are conducted by the program in a trauma-informed manner utilizing a harm-reduction approach, and in a manner that is compliant with all applicable disability laws, including requirements for reasonable accommodation.
- 3) Only the following reasons may be used as a basis for involuntary exit from the program, and must occur on the program’s premises or otherwise indicate an imminent threat to the health and safety of people at the program:
  - a) Sexual assault and/or verbally or physically threatening behaviors that rise to the level of a “direct threat” to persons or property, as defined in paragraph (3) of subdivision (b) of Section 12179 of Title 2 of the Code of California Regulations;
  - b) Physical violence to staff or other program participants;
  - c) Direct observation of participant engaging in illegal activity onsite;
  - d) Possession of an illegal weapon at the facility;
  - e) Theft;
  - f) Destruction of property;
  - g) Restraining order precluding continued residence;
  - h) Presence of infectious disease that significantly increases the risk of harm to other participants;
  - i) Individual requires care and supervision to manage their activities of daily living (feeding, toileting, selecting proper attire, grooming, maintaining continence, putting on clothes, bathing, walking and transferring) without appropriate supports available onsite.
  - i) Individuals discharged due to care and supervision needs cannot be discharged to the streets.
- 4) Participants may be involuntarily exited for refusing multiple housing opportunities only after every effort is made and opportunity offered to engage the participant in housing-focused services; however, evidence must be present that program staff actively attempted to engage the participant in services designed to support program exit to stable housing with consideration given to each participant’s barriers to engagement and in accord with evidence-based practices (e.g., motivational interviewing).
- 5) The program holds beds for 72 hours when a participant does not return. If a participant is absent from their bed for 72 hours without appropriate notification of program staff regarding absence, the Participant may be discharged and the bed offered to a new participant.
- 6) The program informs involuntarily exited participants of the reason for discharge, the conditions for lifting the restriction and right to appeal, including whom to contact regarding an appeal and information about the appeal process.
  - a) A participant may be denied future readmission because of the circumstances of discharge (e.g., a “service restriction” or “shelter ban”). This is typically limited only to imminent health or safety concerns.
    - i) All service restrictions require CoC/SSF approval, must be for a defined period of time, and must be appealable according to agency and CoC/SSF policies and standards.
  - b) The program provides a written copy of the procedure for filing an appeal to the participant when a participant is involuntarily exited.
  - c) If it is infeasible to provide the procedure at the time of discharge (e.g. the participant is being removed by law enforcement) this requirement may be waived; however, if the participant returns subsequently to the facility, the grievance procedure must be provided.
- 7) Unless the participant poses an immediate threat to the health and safety of other participants and/or staff members, the program avoids involuntarily exiting participants at night and allows for appeal prior to program exit.
  - a) Supervisors review and approve any nighttime discharges. During hours that there is no supervisor on site, there is a supervisor available on call to approve discharge decisions. Approval may be given verbally and in all cases is documented in case notes and in HMIS according to HMIS and CAS policies and procedures.



- 8) The program has a written policy for the storage of belongings after a participant exits, which includes storage of belongings for at least five (5) working days after participant exits and a clear process for discharged participants to reclaim their possessions. A copy of the policy is provided to all participants at intake.

## 6) TRANSITIONAL HOUSING AND INTERIM HOUSING

### A) PURPOSE OF TRANSITIONAL HOUSING AND INTERIM HOUSING

- 1) **Transitional housing (TH)** programs provide temporary housing with supportive services to individuals and families experiencing homelessness with the goal of interim stability and support to successfully move to and maintain permanent housing. TH programs can cover housing costs and accompanying supportive services for program participants for up to 24 months.
- 2) **Interim housing (IH)** programs provide safe temporary places to stay for people experiencing homelessness while they secure permanent housing or other appropriate accommodations such as treatment. Interim housing may target specific populations, may include specific services and different lengths of stay that may be longer than typically needed and provided for those in emergency shelter. Interim housing seeks to be as low-barrier to entry as possible (without extensive requirements or rules) and, at a minimum, provides basic needs, housing-focused services, and linkage to voluntary mainstream services.

### B) KEY PERFORMANCE INDICATORS

- 1) Key performance indicators for **transitional housing** and **interim housing** programs include, but are not limited to:
  - Utilization (occupancy) (%)
  - Average length of stay
  - Successful outcomes (#, %)
  - Successful housing outcomes (#, %)
  - Negative exits (%)
  - Returns to homelessness (%)
  - Increase in non-employment cash income
  - Increase in employment income
  - Cost per household
  - Cost per unit

### C) STAFFING REQUIREMENTS

- 1) Program direct service staff complete training within 30 days of hire as indicated in Section 2: General Standards and the following trainings on an annual basis:
  - a) Housing problem solving and other complementary crisis intervention approaches.
  - b) Housing-focused case management approaches and standard practices.
  - c) Community prevention and housing stabilization resources and referral protocols.
  - d) Proper food handling and storage if required by law. State law requires all food handlers in the state of California have California Food Handler Card. New hires have 30 days from the date of hire to obtain a card.
  - e) Equal Access, Fair Housing, and reasonable accommodation.
  - f) Emergency evacuation procedures and fire safety.
  - g) Fair housing, landlord/tenant law, rights and responsibilities.
  - h) Home visitation safety and ethics.
- 2) The program has sufficient staff on duty 24 hours per day, every day or as otherwise consistent with local funding requirements and applicable codes and ordinances. Non-congregate programs may have alternative staffing plans that do not provide 24-hour staff coverage, as permitted by program funders.
  - a) The required client/staff ratio is set by agreement with program funders in consultation with the CoC/SSF, including on-site and on-call staff, and is documented in the weekly staff schedule.
  - b) There is a staff coverage plan for weekend and seasonal changes and plans for staff back-up and on-call coverage.

- 3) The program has a supervisor/manager available on call to the program for consultation to staff about challenging participant situations and other urgent matters.
- 4) The program has a case consultation and conferencing policy in place that outlines situations requiring supervision, internal case conferencing, and/or system case conferencing according to system case conferencing policies and procedures.
- 5) At least one staff person on duty at all times is trained in emergency first aid and CPR.
- 6) In congregate TH or IH: All program staff are tested for tuberculosis upon hire and every 12 months and referred to any necessary follow up and/or treatment if indicated. Staff complies with any recommended follow-up testing necessary as indicated by a health care provider.
- 7) The program and program staff comply with all applicable public health orders and infectious disease control, mitigation, and reporting requirements applicable.
  - a) Staff are encouraged to obtain an annual flu vaccine and other vaccines as recommended by public health authorities and have an up-to-date record of vaccinations.
  - b) The program complies with [California Code of Regulations, Title 8, Section 5199](#), regarding Aerosol Transmissible Diseases (ATD) control and worker and client safety expectations.
- 8) Upon satisfactory completion of each training staff receive a verification of completion. Verification of completion is documented in employee files. All training materials are available for staff reference.
- 9) Ongoing professional development and supervision are provided by the agency and may include case conferences, case supervision, workshops, and training courses.

#### **D) PROGRAM ACCESS**

- 1) The program has clearly written and consistently implemented referral standards, admission policies, and hours for new participant admission. If participating in CAS, the program has policies and procedures for access that are consistent with and account for CAS policies and procedures for program referral and admission.
- 2) The program accepts new participant admissions (when program is open, and beds are available) Monday through Friday for at least a four-hour period daily. When feasible, admissions are accepted on weekends.
- 3) Denial of admission to the facility can only be based on the reasons described under Eligibility & Prioritization, below. If participating in CAS, the program adheres to CAS policies and procedures for denial of admission and appeals.
  - a) Any household denied entrance is informed of reason, conditions for lifting the restriction and right to appeal, including whom to contact regarding an appeal and information about the appeal process. Reason for denial is entered into HMIS to support appropriate future CAS program referrals for the household.
- 4) Upon admission, participants are provided with copies of the following:
  - a) Participant rights
  - b) Written program rules
  - c) Storage policy, including storage after exit
  - d) Medication storage policy
  - e) Grievance Procedure

#### **E) ELIGIBILITY AND PRIORITIZATION**

- 1) The program serves households who meet all of the following eligibility criteria:
  - a) Currently are in Sacramento County;
  - b) Currently unsheltered, in emergency shelter, or will otherwise be unsheltered or in emergency shelter tonight if not provided TH or IH, meaning the household:

- i) Has no safe housing and is staying or will be staying tonight in a public or private place not designated for, or ordinarily used as a regular sleeping accommodation for human beings (e.g., a car, park, abandoned building, bus or train station, airport, or camping ground) or an emergency shelter; AND
    - ii) Has no other safe housing options or resources available to secure housing tonight, including other safe, appropriate temporary accommodations while they secure more permanent housing;
  - c) Shelter, re-housing and other critical needs are best served by a transitional housing or interim housing program and are not more appropriately served by another resource or system of care (e.g., domestic violence shelter, in-patient psychiatric treatment, other specialized residential care facility);
  - d) Are able to care for all household members together or individually (i.e., are self-caring), including all activities of daily living and medication administration;
  - e) Consent to basic program rules and expectations, including actively working on an individualized housing plan to obtain permanent housing as quickly as possible and according to individual means and abilities;
  - f) Do not exhibit behavior that creates a safety or health risks for self or others;
  - g) If previously stayed in program and exited unsuccessfully, agree to behavior or other changes and conditions necessary to meet all program eligibility criteria, including actively working on a housing plan to obtain permanent housing as quickly as possible according to individual needs and abilities;
  - h) Are not a convicted sex offender subject to community notification unless the program has received an exception to this criterion from funders and/or per CAS policies and procedures and is able to safely shelter such individuals.
- 2) Third-party documentation of literal homelessness or documented due diligence attempts to obtain third-party documentation is required for transitional housing or interim housing admission and assistance.
- 3) The program may deny admission for the following reasons:
- a) Household does not meet the basic eligibility criteria for program admission (e.g., gender, age, homeless status, domestic violence victim, etc.);
  - b) The program has designated funding sources with additional restrictions (e.g., VA beds that require advance approval by the VA) may deny entry to those not meeting funder requirements;
  - c) A restraining order that prohibits admission to the facility;
  - d) Documented violent or threatening behavior;
  - e) Conduct from prior stay at the program that puts the health and safety of staff or participants at risk (e.g. violence, weapons violations, disclosing confidential location of program, and egregious damage to property);
  - f) The household requires care and supervision to manage the activities of daily living (feeding, toileting, selecting proper attire, grooming, maintaining continence, putting on clothes, bathing, walking, and transferring) without the appropriate support available on-site.
- 4) If participating in CAS, prioritization for transitional housing and interim housing is provided for households who meet prioritization criteria as established in CAS policies and procedures and/or local funders in consultation with the CoC/SSF.
- 5) Clients must continue to meet program eligibility criteria while residing in the program continue staying in program. When a client stops meeting eligibility criteria, program staff may initiate a program exit consistent with CAS policies and procedures and/or local funder requirements.
- a) An individual or family may stop meeting basic program eligibility requirements for various reasons, including but not limited to when:
    - i) A previously unavailable or new safe alternative housing option becomes available;
    - ii) An individual has sufficient resources to secure other housing, including temporary housing (e.g., motel) while they work to secure more permanent housing;
    - iii) An individual stops working to obtain permanent housing and has disengaged from rehousing assistance despite multiple and progressive documented provider engagement attempts and reasonable opportunities to engage;

- iv) An individual demonstrates a need for a higher level of care than available in the program and such care is readily available (e.g., an individual in need of crisis stabilization for a mental health crisis and can be assisted in immediately accessing a mental health crisis bed). In such instances, staff and clients should follow CAS transfer policies and procedures, if applicable;
- v) An individual is actively selling or distributing illegal drugs on site;
- vi) An individual persistently violates basic program rules, despite clearly communicated expectations and reasonable opportunities to comply;
- vii) An individual physically threatens or assaults another person, including but not limited to sexual assault, verbally or physically threatening behaviors, which rise to the level of a “direct threat” to persons or property, as defined in paragraph (3) of subdivision (b) of Section 12179 of Title 2 of the Code of California Regulations, as well as other physical violence directed to staff, volunteers, guests, or other program participants.

## F) TRANSITIONAL HOUSING AND INTERIM HOUSING SERVICES

The program, directly and/or through third-party service partnerships, offers the following services for program participants.

- 1) **Assessment:** A collaborative, housing-focused assessment is conducted or updated with all participants within 5 business days of program entry, including evaluation of critical and immediate service needs of the household, information about past or current services received, information about housing access and retention barriers, and other information necessary to provide program services and to support successful and rapid placement in safe, stable housing or other appropriate next step options (e.g., treatment).
- 2) **Housing-focused case management:** Participants are offered, but not required, to participate in services that they may need to obtain and stabilize in permanent housing.
  - a) While all participants are expected to be actively working toward obtaining permanent housing or other appropriate next-step placement (e.g., treatment) as a program eligibility condition, when a participant is not progressing toward resolving their housing crisis and declines or does not engage in re-housing assistance, including housing-focused case management, program staff use evidence-based assertive engagement, motivational techniques, and other strategies to build rapport, trust, and an understanding of how best to support the participant to resolve their housing crisis.
  - b) Housing-focused case management is provided by program staff or a third-party provider consistent with CAS policies and procedures for rehousing assistance. Assistance is provided on a regular basis (e.g., daily or weekly contacts) and the program routinely documents the content and outcome of case management meetings. Core services include:
    - i) Development of an individualized housing plan based on the housing-focused assessment that accounts for participant preferences and abilities and addresses housing barriers related to income, credit, rental history, criminal history, and other conditions or circumstances presenting a barrier to housing, along with other immediate service needs and supports desired by the participant. The plan identifies the support and services the program and program service partners will provide to help individuals find and keep permanent housing and address other critical and immediate service needs.
    - ii) Ongoing engagement and support to facilitate a match to an appropriate permanent housing placement via CAS or other means.
    - iii) Housing location and counseling services to identify the most appropriate housing placement;
    - iv) Connection with private and public owners and rental agencies willing to provide permanent housing to participants;
    - v) Assistance with housing applications and appeals and negotiating rental agreements;
    - vi) Assistance exploring and facilitating shared housing opportunities in community-based housing and through master-leasing; and
    - vii) Assistance with the move-in process, including identifying resources for basic furnishings, accessibility modifications, or other expenses.

- 3) **Service referral and coordination:** Service referral and coordination (i.e., service navigation) is available to program participants. The program has screening and triage procedures and supports participants in immediately accessing needed and desired services including completing and submitting applications for assistance.
  - a) Referral and follow-up procedures confirm participants are connected to services to which they are referred. Documentation of referrals made, and referral confirmation must be maintained in participant files.
  - b) At minimum, participants receive service referral and coordination assistance for:
    - i) **Health and wellness:** Medical health, mental health, and any needed alcohol and drug services. Program staff encourage and assist participants to obtain and maintain health insurance, obtain a primary care provider, and access immunization services. This includes publicly posting or otherwise making available information on health-related services.
    - ii) **Mainstream benefits:** Public benefits and entitlements (e.g., general assistance, SNAP, SSI/SSDI, Veteran benefits) health insurance benefits (e.g., Medi-Cal, Medicare, Covered California, etc.), childcare assistance, and other sources of cash and non-cash assistance.
    - iii) **Employment, education, and life skills:** Employment development or placement programs, including federal and state funded workforce development programs and support services.
    - iv) **Transportation:** Shuttle service, bus passes, and/or car services (e.g., taxi, Uber), to support access to community-based services and housing searches. Accommodations are made for disabled persons who are unable to access general means of transportation.
- 4) **Program-specific services:** The program directly offers additional services to support participants as they move toward more stable housing and independence, such as employment assistance, peer support services, financial education, childcare support, behavioral healthcare support, etc., consistent with the population served, evidence-based practices, and funder approval.
- 5) The program enters housing-focused case management services, services referral, and other program-specific information in HMIS according to HMIS policies and procedures.

## G) TRANSITIONAL HOUSING LEASES AND OCCUPANCY AGREEMENTS

- 1) Transitional housing participants have a signed lease, sublease, or occupancy agreement with the following requirements:
  - a) An initial term of at least one month;
  - b) Automatically renewable upon expiration, except by prior notice by either party; and
  - c) A maximum term of 24 months.

## H) TRANSITIONAL HOUSING AND INTERIM HOUSING OPERATIONS

The program adheres to the following standards for operations and facilities, unless otherwise by program funders and/or due to the nature of the program facility (i.e., certain standards are applicable to only congregate program environments).

### 1) Facilities

- a) The proper number of beds or units are provided consistent with funder and CoC/SSF agreements.
- b) The program complies with all applicable state and local building, health, environmental, and safety standards/regulations and has Building and Occupancy permits posted.
- c) The program complies with any applicable HUD requirements for habitability (e.g., interim housing funded by Emergency Solutions Grants (ESG) Program complies with minimum habitability standards for emergency shelters;



transitional housing funded by Continuum of Care (CoC) Program complies with HUD Housing Quality Standards, as applicable<sup>3, 4</sup>).

- i) The program building is structurally sound to protect residents from the elements and does not pose any threat to health and safety of the residents.
  - ii) The program provides each program participant in the program with an acceptable place to sleep and adequate space and security for themselves and their belongings.
  - iii) Each room or space within the program has a natural or mechanical means of ventilation. The interior air is free of pollutants at a level that might threaten or harm the health of residents.
  - iv) The program's water supply is free of contamination.
  - v) Each program participant in the program has access to sanitary facilities that are in proper operating condition, are private, and are adequate for personal cleanliness and the disposal of human waste.
  - vi) The program heating/cooling facilities are in proper operating condition.
  - vii) The program has adequate natural or artificial illumination to permit normal indoor activities and support health and safety. There are sufficient electrical sources to permit the safe use of electrical appliances in the program.
  - viii) Food preparation areas, if any, contain suitable space and equipment to store, prepare, and serve food in a safe and sanitary manner.
  - ix) The program is maintained in a sanitary condition.
  - x) There is at least one working smoke detector in each occupied unit of the program. Where possible, smoke detectors are located near sleeping areas. The first alarm system is designed for hearing-impaired residents. All public areas of the program have at least one working smoke detector. There is a second means of exiting the building in the event of fire or other emergency.
- d) The program facilities and housing are consistently maintained and in good repair. The general appearance of each service and residential building is well maintained. In addition to meeting habitability standards above, the program ensures:
- i) The program has a written housekeeping and maintenance plan to ensure a safe, sanitary, clean, and comfortable environment.
  - ii) Bath/toilet areas, hallways, and other common use areas are cleaned daily. The program has proper trash receptacles that are emptied regularly.
  - iii) Both the interior and exterior of the facility are free of debris, clutter, and unsanitary items and there are no obvious safety risks.
  - iv) The program ensures adequate provision of pest control services.
    - (1) The program has a protocol in place for the prevention and control of bed bugs. See [best practices related to bed-bug prevention](#).
    - (2) Twenty-four (24) hour notice is provided to participants of pest control activities unless the type and degree of infestation requires an immediate response (e.g., bed bugs).
  - v) A process for reporting maintenance concerns is posted and acknowledges that non-emergency maintenance issues reported are responded to within two days and identifies the timeframe for addressing the concern.

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<sup>3</sup> <https://files.hudexchange.info/resources/documents/ESG-Emergency-Shelter-and-Permanent-Housing-Standards.pdf>

<sup>4</sup> <https://www.hudexchange.info/homelessness-assistance/coc-esg-virtual-binders/coc-leasing-rental-assistance-requirements/codes-and-standards/>

- vi) Emergency maintenance items are immediately addressed.
- e) The program provides each person with at least a bed, a blanket, and pillow, all of which are clean and in good repair.
- f) The program has a sufficient supply of functionally clean and reasonably private toilets and hand wash basins, with hot and cold running water.
- g) The program has laundry facilities available to residents, or access to laundry facilities nearby.
- h) The program allows residents to use the program as a legal residence for the purpose of voter registration.
- i) The program provides access to safe drinking water at all times.
- j) Program staff have keys to all locks in the facility. In independent units, clients are responsible for locking their unit, but staff maintains the ability to always access the units, consistent with applicable landlord-tenant laws.
- k) The program provides towels, soap, sanitary napkins, and toilet tissues.
- l) The program provides access to electrical outlets for charging personal devices such as cell phones and medical equipment.
- m) A telephone is available to staff for emergencies. Emergency numbers are posted by the telephone or otherwise made available to staff on duty. The program takes emergency phone messages and messages from service providers for participants in residence.
- n) The program labels all chemicals and cleaning supplies and keeps all such materials out of reach of children. Any hazardous materials are stored separate from food.
- o) Exits are clearly marked and kept clear of blockage and tripping hazards. Exit signage is consistent with all applicable codes.
- p) All steps have handrails as required by applicable codes. Steps have treads or similar accommodation to prevent slipping.
- q) If the program maintains a vehicle used for participant transport, the vehicle is properly maintained, licensed and insured. All drivers are properly licensed. Provisions are made to provide equal access to transportation services to disabled participants.

## **2) Accessibility**

- a) The program conforms to all pertinent requirements of the Americans with Disabilities Act (ADA). See [ADA Checklist for Emergency Shelters](#).
- b) Beds designated as accessible comply with federal height and distance standards requiring a minimum of 36 inches between sleeping units and a sleeping surface height between 17-19 inches above the finished floor.
- c) Beds and units designated as accessible are prioritized for participants with disabilities. The program is encouraged to provide as many ADA accessible beds as possible, but it is not required or expected that all beds meet these requirements.
- d) Program documentation is provided in forms accessible to hearing-impaired and sight-impaired individuals, upon request.
- e) If the program provides transportation for participants, it also makes provisions for participants who need vehicles that are wheelchair accessible.

## **3) Food service**

- a) If the program prepares and serves meals or provides areas for participants to prepare and consume their own meals, the program has the appropriate certifications required by local authorities to prepare, serve, and store perishable food. All food storage and serving areas comply with relevant health codes.
- b) If the program serves food prepared off site by regular donors it provides donors with a handout that details the requirements for food preparation. All food donors read and sign the handout to confirm knowledge of the standards and provide current contact information.

- c) The program generally does not encourage or accept food that has been prepared off-site by intermittent donors.
- d) If meals are served, a meal schedule is posted.
- e) If meals are served or food is provided for participants to use to prepare their own meals, the program makes dietary modifications and/or provides appropriate food options based on participants' health, religious, and/or cultural practices.
- f) Food provided promotes healthy eating and meets the daily nutritional needs of all participants, with reasonable accommodations for known food allergies and dietary requirements.
- g) The program provides a table and chairs if food is served.
- h) Any snacks and meals are provided with reasonable accommodation made for known children's allergies if children are in residence. The program asks about food allergies at intake; however, it is the responsibility of parents and guardians to inform the program of children's food allergies.

#### **4) Hours/curfew**

- a) The program posts hours of operation in a visible location.
- b) The program provides facilities available to participants for sleeping for a minimum of eight hours.
- c) If the program has a curfew policy, the policy is clearly written and explained to participants at program entry. The policy is consistently enforced.
  - i) Missing a curfew cannot be a reason for denial of entry or discharge unless the late arrival compromises the health or safety of other participants or staff, or other participants right to peaceful enjoyment of the facility.
- d) The program remains open during daytime hours for client access to indoor facilities (e.g., restrooms, food, napping space for children) and personal possessions, unless prohibited by inadequate funding or space limitations.
  - i) If not open 24/7 the program makes reasonable accommodations to normal hours for illness, weather, disabilities, persons working second and third shifts, and other reasonable requests.
  - ii) If the program serves children, it permits 24-hour access to an area where children can nap, unless the program provides independent private units accessible to participants on a 24-hour basis.

#### **5) Participant mail**

- a) If the program provides mail service, any mail sent or received is not interfered with (e.g., staff opening participants' mail, not providing mail to the participants on the day it is received, etc.).

#### **6) Participant possessions**

- a) The program has a written policy that is provided upon intake as to what provision is made for securing belongings including what possessions can be held by the program at participant request such as money, medications, and vital documents.
- b) If the program holds funds or possessions on behalf of participants, this service is voluntary, the program maintains a log of items in their possession, and the funds or possessions are promptly returned upon the participant's request. The program decides how specifically to make their log, with consideration to their liability. The log tracks only those belongings that participants choose to store with the program and not all possessions brought into the program.
  - i) This does not apply to belongings abandoned by a person who does not return to the program; in that situation, the program may only keep possessions for a limited time, during which participants may return to retrieve their belongings with support and/or supervision by program staff.
- c) The program provides lockable lockers, storage trunks or make other accommodations that allow participants to securely store their belongings. Reasonable access by the participants to their belongings is provided.
  - i) Waivers of the requirement that storage space be lockable can be requested if the physical layout of the program does not allow for lockable space.

#### **7) Pets/service animals/animal care**

- a) The program has a policy regarding whether pets are allowed in the facility and/or individual units.
- b) Per ADA requirements, programs make reasonable accommodation for service animals. Additional information regarding ADA requirements for service animals from the U.S. Department of Justice is included in [ADA Requirements: Service Animals](#).
  - i) According to this guidance, emotional support, therapy, comfort, or companion animals are not considered service animals under the ADA. These terms are used to describe animals that provide comfort just by being with a person. Because they have not been trained to perform a specific job or task, they do not qualify as service animals under the ADA.
- c) Program participants are not permitted to acquire and house a pet at the program, unless such pet is a service animal as defined above.
- d) If the program allows pets, the program may establish a maximum per guest pet limit. This is included in program policies and admission documents.
- e) At minimum, if the program allows pets, the program provides OR facilitates access to kennels, animal blankets, leashes, collars, food, and water.
- f) Pet owners assume all the responsibilities for caring for their animals unless the owner is prevented from doing so by a disability or other special need. Owners are responsible for complying with local laws and requirements for pets. Owners' responsibilities include providing their animals with food and water (with program support), cleaning their animals' cages as needed and taking their dogs to a designated dog relief area. Pet owners are also responsible for administering all regular medications to their animals, apart from vaccinations.
- g) The program reserves the right to refuse admittance or otherwise require immediate removal of animals that appear too aggressive for the program to handle. Regardless of initial presenting temperament, enforcement of program rules to reduce the risk of bites and other injuries is always observed, including but not limited to:
  - i) Aggressive animals are handled only by their respective owners or trained staff members;
  - ii) All animals on program property are leashed or always confined;
  - iii) Program participants do not handle or touch pets other than their own; and
  - iv) All incidents involving aggressive animals are documented in writing prior to removal from site.

## **8) Participant medication**

- a) The program does not administer or dispense medication and does not require participants to turn over medication, unless administered by a licensed staff person as part of an on-site supportive program in which a program participant is dually enrolled.
- a) The program has a written policy regarding the possession and use of controlled substances as well as prescription and over-the-counter medication.
  - i) The program policy is explained and provided upon intake addressing provisions for securing prescription medications and participants' responsibility to store and utilize their medication safely.
- b) The program encourages participants to lock medication in secure storage areas made available to protect medication from theft.
- c) The facility has a process for secure storage of prescription medications, where applicable, and management of prescribed drugs that require refrigeration.
  - i) The program makes available a lockable storage area for medications and access to refrigeration for medications. This can include a locked box within a refrigerator that also serves other functions.

## **9) Weapons**

- a) The program has a weapons prohibition policy. Weapons include but are not limited to firearms, pepper spray, mace, and knives. The program uses discretion when determining which types of knives are prohibited.
- b) The program may, but is not required to, have a mechanism for checking and storing weapons upon entry.

## **10) First Aid/CPR (including Mental Health/Substance Use Disorder First Aid)**

- a) The program has available a first aid kit and supplies in case of a medical emergency and it is accessible to staff and residents, stocked with sufficient supplies to handle multiple occurrences.
- b) All staff on duty have access to a telephone. Emergency telephone numbers are posted conspicuously near the telephone.
- c) The program has at least one staff person on duty who is trained in standard emergency first aid and evacuation procedures.
- d) The program has a procedure for making referrals to appropriate medical providers.
- e) The program has multiple Narcan kits and fentanyl test strips available for use by trained staff to use for life-saving purposes.

#### **11) Universal precautions and infectious disease control, reporting**

- a) The program has a written policy regarding the control of infectious diseases, such as HIV, tuberculosis (TB), COVID-19, and Influenza, including on-site quarantine and isolation protocols, when needed.
- b) The program has proper sharps disposal and has a written policy in place governing protocols related to universal precautions.
- c) The program reports any suspicion of infectious disease within the program or when suspect or detected among any program participant. For information about how and when to report, visit [Electronic Disease Reporting](#).
- d) An infectious disease that significantly increases the risk of harm to other participants may be a reason for denial or discharge.
  - i) Participants with lice or scabies or exhibiting symptoms of TB are allowed to stay in the program unless the disease or infestation cannot be appropriately contained (e.g., due to close quarters of facility), in which case those participants may be discharged and referred to a health care provider for treatment.
  - ii) Noncompliance with treatment or containment measures that endanger other participants may be cause for discharge.
- e) Programs comply with [California Code of Regulations, Title 8, Section 5199](#), regarding Aerosol Transmissible Diseases (ATD) control and worker and client safety expectations.
  - i) For additional guidance on this regulation and for information regarding best practices for control of infectious disease, please also refer to [Preventing Tuberculosis \(TB\) in Homeless Shelters](#) published by the Los Angeles County Department of Public Health.

#### **12) Smoking**

- a) The program prohibits smoking indoors and reasonable efforts are made to prevent smoke from entering buildings. No smoking should be allowed within 20 feet of the program unless this is infeasible due to the layout of grounds.
- b) The program follows all applicable laws regarding smoking in public areas.
- c) As feasible, the program provides participants with access to designated smoking areas after curfew.

#### **13) Drug/alcohol use/possession**

- a) The program has a policy prohibiting the possession, use or distribution of alcohol or illegal drugs on the premises. If alcohol or drugs are found, participants are given the opportunity to dispose of the prohibited substance or leave the program for that night if they do not wish to dispose of the prohibited substance.
  - i) A violation of this policy cannot be a reason for discharge unless the violation compromises the health or safety of other participants or staff.
- b) Admission, discharge, and service restriction policies are not based on substance use or possession alone.
- c) Drug testing of participants is prohibited unless the testing is part of an agreed upon treatment plan with the participant and approved by funders and the CoC/SSF.
  - i) Submission to drug testing cannot be a requirement for residency and refusal to participate in drug testing cannot be the basis for involuntary discharge.

- d) Being under the influence of alcohol or drugs on-site is not a sole basis for involuntary discharge, unless there is also behavior that compromises the health and safety of other participants or staff.

#### **14) Child/elder abuse and duty to warn reporting**

- a) The program reports abuse, including child abuse, elder abuse, and endangerment according to local, state and federal law.
- b) Legal requirements for reporting abuse extend beyond those staff whose licensure or role obligates them as a mandated reporter or with a duty to warn and includes all staff who provide direct services for clients.

#### **15) Staff and visitor identification**

- a) At minimum, all program staff and volunteers wear an identification badge that includes the individual's name. Staff and volunteers may also wear attire with the agency name and/or logos for more ready identification.
- b) All visitors provide valid identification when entering the building, sign into a visitors log and leave the identification or a copy of identification at the front desk during their stay.

### **I) PROGRAM TRANSFERS**

- 1) The program does not transfer participants to other programs arbitrarily, as a punitive measure, or without the participant's consent. The program may however arrange for a participant to move to a different program, with the consent of the participant, if a determination is made by both programs that an alternative setting is likely to better meet the needs of the participant.
- 2) If the program participates in CAS, shelter transfers are managed according to [CAS shelter transfer policy and procedures](#).

### **J) PROGRAM EXIT**

- 1) All program exits are conducted by the program in a trauma-informed manner utilizing a harm-reduction approach, and in a manner that is compliant with all applicable disability laws, including requirements for reasonable accommodation, as well as landlord-tenant law, as applicable.
  - a) **Interim housing programs only:**
    - i) The program is compliant with [California State law](#) pertaining to occupancy in and termination from program programs, including any "city-, county-, continuum of care-, state-, or federally funded shelter, interim housing, motel voucher, or emergency shelter program in which the city, county, continuum of care, state, or federal governmental entity retains an oversight and accountability role in ensuring compliance with program regulations and proper program administration." Relevant aspects of state law are incorporated below or via reference.
    - ii) Only the following reasons may be used as a basis for involuntary exit from the program, and must occur on the program's premises or otherwise indicate an imminent threat to the health and safety of people at the program:
      - (1) Sexual assault and/or verbally or physically threatening behaviors that rise to the level of a "direct threat" to persons or property, as defined in paragraph (3) of subdivision (b) of Section 12179 of Title 2 of the Code of California Regulations;
      - (2) Physical violence to staff or other program participants;
      - (3) Direct observation of participant engaging in illegal activity onsite;
      - (4) Possession of an illegal weapon at the facility;
      - (5) Theft;
      - (6) Destruction of property;
      - (7) Restraining order precluding continued residence;
      - (8) Presence of infectious disease that significantly increases the risk of harm to other participants;



- (9) Individual requires care and supervision to manage their activities of daily living (feeding, toileting, selecting proper attire, grooming, maintaining continence, putting on clothes, bathing, walking and transferring) without appropriate supports available onsite.

- (a) Individuals discharged due to care and supervision needs cannot be discharged to the streets.

**b) Transitional housing programs only:**

- i) The program may terminate assistance when a participant violates the terms of their lease or occupancy agreement.
  - ii) If the program terminates services for reasons other than lease or occupancy agreement violations, it provides evidence that it considered extenuating circumstances and made significant attempts to help the participant continue in the program. This includes a formal process, recognizing the rights of the individual's receiving assistance under the due process of law. This process, at a minimum, must consist of:
    - (1) Providing the participant(s) with a written copy of the program rules and the termination process before the client(s) begins receiving assistance and keep a copy signed by the client in the file.
    - (2) Written notice to the participant containing a clear statement of the reasons for termination.
    - (3) Review of the decision, in which the participant(s) can present written or oral objections before a person other than the person who approved the termination decision.
    - (4) Prompt written notice of the final decision to the participant.
    - (5) The program provides this information to participants at the beginning of the program and if/when the termination of services occurs with a signed copy kept in the client file.
      - (a) If it is infeasible to provide the procedure at the time of discharge (e.g. the participant is being removed by law enforcement) this requirement may be waived; however, if the participant returns subsequently to the facility, the grievance procedure must be provided.
- 2) Termination does not bar the program from providing further assistance later to the same individual or family unless said participant is a clear and present health or safety risk to staff or other participants.
    - a) All service restrictions require CoC/SSF approval, must be for a defined period of time, and must be appealable according to agency and CoC/SSF policies and standards.
  - 3) The program does not terminate participants from services because of entry into an institution (medical, mental health, substance abuse, jail).
    - a) The program maintains open units for individuals and families who are institutionalized for a maximum of 90 days.
  - 4) Participants may be involuntarily exited for refusing multiple housing opportunities only after every effort is made and opportunity offered to engage the participant in housing-focused services; however, evidence must be present that program staff actively attempted to engage the participant in services designed to support program exit to stable housing with consideration given to each participant's barriers to engagement and in accord with evidence-based practices (e.g., motivational interviewing).
  - 5) Unless the participant poses an immediate threat to the health and safety of other participants and/or staff members, the program avoids involuntarily exiting participants at night and allows for appeal prior to program exit.
    - a) Supervisors review and approve any nighttime discharges. During hours that there is no supervisor on site, there is a supervisor available on call to approve discharge decisions. Approval may be given verbally and in all cases is documented in case notes and in HMIS according to HMIS and CAS policies and procedures.
  - 6) The program has a written policy for the storage of belongings after a participant exits, which includes storage of belongings for at least five (5) working days after participant exits and a clear process for discharged participants to reclaim their possessions. A copy of the policy is provided to all participants at intake.

## **K) AFTERCARE SERVICES**

- 1) The program ensures a continuity of services to all exiting participants. The program provides these services directly or through referrals to other agencies.

- 2) The program can provide services to former participants for up to six months after exiting to assist in the household's transition to independent living as program funding and capacity allow and as desired by former participants.
  - a) The program attempts to follow up with participants through verbal or written contact at least once after the participant exits services, which may include identification of additional needs and referral to other agencies and community services.
- 3) The program prioritizes the development of exit plans for each participant to ensure continued permanent housing stability and connection to community resources, as desired.

## 7) RAPID REHOUSING AND OTHER REHOUSING ASSISTANCE

### A) PURPOSE OF RAPID REHOUSING AND OTHER REHOUSING ASSISTANCE

- 1) **Rapid rehousing (RRH)** programs provide (directly and/or via service partnership) housing search and placement, time-limited financial assistance, and housing-focused case management for individuals and families who are literally homeless. RRH programs help households secure private rental market housing, where the lease is initially or eventually between the landlord and the program participant following conclusion of housing stabilization services. RRH assistance may be used as a bridge to or as a means to help people access other ongoing subsidized housing and services (e.g., permanent supportive housing). RRH assistance for eligible participants is typically limited to a specific number of months based on program funding sources.
- 2) **Other rehousing assistance** includes non-RRH programs that offer similar assistance as RRH or complementary assistance (e.g., CalAIM funded Community Supports for housing transition and navigation services). Rehousing assistance includes but is not limited to: individualized support for housing planning, search, and placement assistance; accessing temporary financial assistance for move-in and rent costs; and directly providing or assisting to access housing-focused case management and coordination. Rehousing programs help households secure private rental market housing, where the lease is initially or eventually between the landlord and the program participant following conclusion of housing stabilization services. Rehousing assistance may be used as a bridge to or as a means to help people access other ongoing subsidized housing and services (e.g., permanent supportive housing).

### B) KEY PERFORMANCE INDICATORS

- 1) Key performance indicators for **rapid rehousing** and **other rehousing assistance** programs include, but are not limited to:
  - Active caseload rate (%)
  - Average engagement time
  - Average length of shelter stay
  - Average length of time to housing move-in
  - Average length of participation
  - Successful outcomes (#, %)
  - Successful housing outcomes (#, %)
  - Negative exits (%)
  - Returns to homelessness (recidivism) (%)
  - Increase in non-employment cash income
  - Increase in employment income
  - Cost per household

### C) STAFFING REQUIREMENTS

- 1) Staff providing or supervising program services complete training as indicated in Section 2: General Standards and the following trainings on an annual basis:
  - a) Housing problem solving and other complementary crisis intervention approaches.
  - b) Housing-focused case management approaches and standard practices.
  - c) Community prevention and housing stabilization resources and referral protocols.
  - d) Outreach, shelter, and other crisis response services and referral protocols.
  - e) Fair housing, landlord/tenant law, rights and responsibilities.
  - f) Home visitation safety and ethics.

- g) Program financial and rental assistance requirements and uses, including but not limited to initial and ongoing eligibility criteria, program requirements, and assistance maximums.
- 2) The program has routine ways to keep staff regularly updated on new strategies, policies, and housing assistance options in the community, including related housing assistance eligibility criteria, referral, and application processes.
- 3) Direct service staff provide screening, intake/assessment, housing problem solving, access to financial assistance, including connection to community and mainstream resources, and time-limited housing-focused case management and stabilization assistance.
- 4) Each full-time equivalent direct service staff providing housing-focused case management (i.e., individualized rehousing assistance) generally has an active caseload of not more than 25 households.
- 5) The program designates staff or partners with a third-party provider whose responsibility is to identify and recruit landlords and encourage them to rent to homeless households served by the program.
  - a) Staff working with landlords have the knowledge, skills, and agency resources to understand landlords' perspectives, understand landlord and tenant rights and responsibilities, and negotiate landlord supports.
  - b) A program may have dedicated staff for whom this is the primary responsibility. If a program does not have a dedicated staff person(s) or does not partner with a third-party provider, then case managers fulfill this function, with responsibilities including landlord recruitment and negotiation.

#### D) PROGRAM ACCESS

- 1) Programs are accessed via referral from CAS, including 211 and affiliated CAS access points, emergency shelters, and/or other referral pathways approved by program funders. Referral partners use standard screening criteria and triage tools to identify and refer potentially eligible households.
- 2) Referrals to rapid rehousing and other rehousing assistance programs are responded to within 2 business days.
- 3) Programs use standardized, brief screening questions approved for CAS to determine household needs and eligibility.

#### E) ELIGIBILITY AND PRIORITIZATION

- 1) Eligible households meet the criteria in categories (1) or (4) of the federal homeless definition. Eligibility documentation requirements vary depending on which criteria are met.
- 2) The program recertifies participant eligibility every 12 months, including documentation of household income below 30% of Area Median Income, which is an eligibility requirement for assistance beyond 12 months.
- 3) Clients enrolled in PSH and RRH maintain their homeless and chronic status prior to housing move-in regardless of current residence, but do not accrue homeless time unless they are verifiably literally homeless. If a client is enrolled in a PSH or RRH program, they retain eligibility for that PSH or RRH program, regardless of where they reside between program enrollment and move-in. (i.e., homeless time no longer accrues once placed in housing, even though homeless and chronic status remain valid while enrolled in RRH).
  - a) After a client has been enrolled in a PSH or RRH program, they can stay with friends/family or in a hotel/motel without losing PSH or RRH eligibility for the program they have been enrolled in. The PSH or RRH program must document enrollment and program eligibility, including homelessness documentation at enrollment in the respective program.
- 4) Prioritization for rapid rehousing and other rehousing assistance, when needed, is given to households as determined for CAS.

#### F) RAPID REHOUSING ASSISTANCE

- 1) **Assessment:** A collaborative, housing-focused assessment is conducted to determine each household's situation including current household safety, housing conditions, options and resources via a housing problem-solving conversation and screening/assessment/intake within 72 hours of program enrollment. Other assessments completed prior to housing are limited and focus on those things necessary to support the immediate or otherwise critical health and safety needs of participant household members while resolving the housing crisis as quickly as possible.

- 2) **Housing problem solving (HPS):** HPS is used as the primary form of assistance to help participants secure new temporary or permanent housing through non-financial means such as conflict resolution, landlord/tenant mediation, information and referral, and use of the household's natural supports. Housing problem solving and other resources are used prior to offering additional support services and/or financial assistance.
- 3) **Housing-focused case management:** Participants are offered, but not required to participate in services that they need to attain and stabilize in permanent housing.
  - a) While all participants are expected to be actively working toward obtaining permanent housing or other appropriate next-step placement (e.g., treatment) as a program eligibility condition, when a participant is not progressing toward resolving their housing crisis and declines or does not engage in re-housing assistance, including housing-focused case management, program staff use evidence-based assertive engagement, motivational techniques, and other strategies to build rapport, trust, and an understanding of how best to support the participant to resolve their housing crisis.
  - b) Housing-focused case management is provided by program staff consistent with CAS Policies and Procedures for rehousing assistance. Assistance is provided on a regular basis and the program routinely documents the content and outcome of case management meetings.
    - i) Services are available during normal business hours. After-hours requests are directed to other available assistance, including 211/CAS, as needed. Evening and weekend hours are strongly encouraged.
    - ii) Staff provide services over the phone or in-person at authorized service locations.
  - c) **Core housing-focused case management services include:**
    - i) Development of an individualized housing plan based on the housing-focused assessment that accounts for client preferences and abilities and addresses housing barriers related to income, credit, rental history, criminal history, and other conditions or circumstances presenting a barrier to housing, along with other immediate service needs and supports.
      - (1) The plan identifies the support and services the program and program service partners will provide to help individuals find and keep permanent housing and address other critical and immediate service needs.
      - (2) The plan accounts for participant preferences/choices and includes only goals created with and agreed to by the participant.
      - (3) Though income is not a requirement at the beginning of a program, case managers help participants review their budgets, including income and spending, to make decisions about reducing expenses and increasing income. Options include benefit enrollment and increasing employment and earnings over time.
    - ii) Assistance with meeting basic needs upon move-in to new housing, such as securing basic furnishings for an apartment, including mattresses and basic kitchen items such as a pot for cooking and utensils.
    - iii) Assistance with basic tenancy skills and learning opportunities that can include instruction or guidance on basic landlord-tenant rights and responsibilities, requirements, and prohibitions of a lease, and meeting minimum expectations for care of the housing unit, such as not causing damage.
      - (1) As needed, program staff work directly with the participant and landlord to resolve tenancy issues (e.g., failure to pay rent, unit damage, disturbing quiet enjoyment of others) when they occur to maintain the participant's tenancy.
      - (2) The program works quickly to identify a corrective course of action, and, without breaking a participant's confidentiality, keeps the landlord and participant informed about the program's action to mitigate the situation.
    - iv) Screening and assistance to access other community and mainstream housing assistance, public benefits, services, and resources for which they qualify.
    - v) Additional housing stabilization assistance as needed and desired, such as access to legal services for tenants facing eviction, landlord mediation services, housing relocation support, and referrals to code enforcement, public health or other agencies when housing conditions may be unhealthy or potentially unsafe.

- (1) The program has resources and/or is able to connect participants to other community resources that help participants resolve or navigate tenant problems (e.g., rental and utility arrears, unit upkeep).
- d) The program has clearly defined relationships (e.g., via a written Memorandum of Understanding (MOU)) with healthcare, employment, income, and other mainstream and community programs and resources that it can connect program participants to when appropriate and desired.
- e) Except where dictated by a funder, program participants typically direct when, where, and how often case management meetings occur. Meetings occur in a participant's home and/or in a location of the participant's choosing whenever possible and with consideration for staff safety and the appropriateness of the location.
  - i) Staff respect a program participant's home and maintain ethical boundaries at all times, including scheduling appointments ahead of time, only entering when invited in, and respecting the program participant's personal property and wishes while in their home.
- 4) **Housing navigation and landlord engagement:** The program or the program's housing navigation/landlord engagement partner offers individualized housing navigation for participants needing to secure safe, stable housing.
  - a) The program has detailed policy and procedures regarding the type of assistance provided to help households find and secure housing, including when relocation from current housing is needed.
    - i) Staff explain and distribute this policy to households at entry to the program.
    - ii) Some households may decline assistance in finding housing, but the program checks their progress and offers advice and/or direct assistance if they encounter obstacles they cannot resolve independently.
  - b) **Core housing navigation services include:**
    - i) Housing location and counseling services to identify the most appropriate housing placement, including connection with private and public owners and rental agencies willing to provide permanent housing to participants.
      - (1) Program participants may conduct their own search and choose housing they identify independently.
      - (2) Program participants are assisted in making an informed housing choice with the goal that the participant will be able to maintain housing after program exit, even when the household may experience high housing cost burden.
      - (3) Program participants are offered multiple housing choices that meet their preferences, needs, financial means pay for housing, and match the tenant selection criteria for the housing.
        - (a) Program participants are offered information, referral, and application support to apply for any and all forms of subsidized and affordable housing the participant may potentially qualify for and according to participant preferences and needs.
        - (b) The program honors participant choice in housing selection and uses housing and budgeting plans with participants to help examine housing options, costs, and strategies for maintaining housing post-program exit.
          - (i) For extremely low-income households, there is due diligence on the program's part to help participants secure income (through employment, public benefits, and/or on-going rental assistance) to support housing and other costs by program exit.
          - (ii) Program participants are assisted in exploring and facilitating *shared housing* opportunities in community-based housing or through master-leasing.
    - ii) Assistance with obtaining needed documentation, completing housing applications, appealing application rejections, and negotiating rental agreements.
    - iii) Assistance with the move-in process, including identifying resources for basic furnishings, accessibility modifications, or other expenses.
    - iv) Support in understanding basic landlord-tenant rights and responsibilities and lease requirements.



- c) The program has written policies and procedures for landlord recruitment activities, including screening out potential landlord partners who have a history of poor compliance with their legal responsibilities and fair housing practices.
- d) **Core landlord engagement services include:**
  - i) Continual engagement, recruitment and retention of landlord partners and methods of tracking landlord partners and unit vacancies, unit locations, characteristics, and costs.
  - ii) A standard, basic level of support offered to all landlords who lease to program participants.
    - (1) This support is detailed in a written policy or other descriptive material distributed to landlords. Programs can negotiate additional supports, as needed, on a case-by-case basis.
  - iii) Timely response (e.g., within one business day) by program staff or a service partner to address landlord calls about serious tenancy problems and to offer support to resolve conflicts around lease requirements, complaints by other tenants, and timely rent payments.
  - iv) In the case of households at risk of eviction, pro-active attempts to secure commitment from landlords not to pursue eviction/canceling of the lease after payment. Whenever possible, programs negotiate move-out terms and assist the person/household to quickly locate and move into another unit without an eviction in coordination with landlord partners.
- g) **Financial and rent assistance:** The program or the program's financial and rent assistance partner provides financial assistance for housing costs, which may include security deposits, utility deposits, short- and medium-term rental assistance payments, rent arrears, utility arrears, and rental application fees, subject to funding limitations, requirements, and availability.
  - i) The program has established maximum amounts and maximum number of times a participant may be assisted within a given period (such as applications per year) in accordance with the standards below, funding requirements and limitations, and evidence-based, progressive assistance practices.
    - (1) When providing temporary financial assistance, the program takes into consideration whether the participant's housing situation is likely to be sustainable after support is received. Concern that the situation may not be sustainable in the long-term is not a basis for refusing assistance but may be used to recommend or require creation of a housing stability plan with goals for income increases, cost decreases and/or location of alternative housing.
    - (2) The program has clearly defined policies and procedures for determining the amount of financial assistance provided to a participant, as well as defined and objective standards for when case management and financial assistance should continue and end.
      - (a) Guidelines are flexible enough to respond to the varied and changing needs of program participants, including when participants enter the program or subsequently have zero income. An individualized, flexible ("progressive") approach is used whenever possible to determine the amount and duration of rent and financial assistance. Assistance is not a standard "package" and is flexible enough to adjust to households' unique needs and resources, especially as participants' financial circumstances or housing costs change.
      - (b) Policies detailing this progressive approach include clear and fair decision guidelines and processes for reassessment for the continuation and amount of financial assistance.
      - (c) Policies and procedures also detail when and how assistance is used as a bridge to a permanent subsidy (e.g., Housing Choice Voucher).
    - (3) The program has the capacity to pay reasonable back rent and utility arrears that directly prevent a participant from being able to sign a lease.
    - (4) If participants are expected to pay an amount toward their housing, the program has written policy and procedures for determining that amount, and it is an amount that is reasonable in relation to participant income.

- (5) Each program participant receiving rental assistance has a legally binding, written lease for the rental unit, unless the assistance is solely for rental arrears. The lease is between the owner and the program participant, unless otherwise allowed by program funders (e.g., master lease arrangements).
- (6) Participants receiving more than one-month rental assistance are required to meet with their case manager at least once per month.
- (7) Financial and rental assistance are offered progressively and as needed. Reassessment and adjustment of rental assistance occurs at least every three months.
- (8) The program issues checks quickly and on time and has the capacity to track payments to landlords and other vendors.
- (9) Rental assistance is only provided if the total rent for the unit does not exceed the fair market rent (FMR) established by HUD and complies with HUD's standard of rent reasonableness, unless a waiver is in effect allowing for rents to exceed FMR.
- ii) Rental assistance agreements are required and used when providing rental assistance payments to a landlord.
  - (1) The rental assistance agreement must provide that, during the term of the agreement, the owner must give the rehousing agency a copy of any notice to the program participant to vacate the housing unit or any complaint used under state or local law to commence an eviction action against the program participant. In such instances, program will respond to assist participants to avoid eviction and concurrently communicate with the landlord to address concerns.
  - (2) The rental assistance agreement with the landlord must terminate and no further rental assistance payments under that agreement may be made if:
    - (a) The program participant moves out of the housing unit for which the program participant has a lease;
    - (b) The lease terminates and is not renewed; or
    - (c) The program participant becomes ineligible to receive rental assistance.
  - (3) Each program participant receiving rental assistance must have a legally binding, written lease for the rental unit, unless the assistance is solely for rental arrears. The lease must be between the owner and the program participant.
- h) Program participant eligibility and the types and amounts of assistance the program participant needs are re-evaluated and documented in the participant case file at least once every three months.
  - i) Case review and conferencing is used to guide progressive assistance (i.e., ongoing adjustment to type, amount, duration of assistance based on needs relative to obtaining and maintaining housing and achieving housing stability).
  - i) For federal ESG Program-funded assistance only: When services are provided under the homelessness prevention component to help a program participant remain in or move into permanent housing, the ESG minimum habitability standards for housing units (including lead-based paint) apply to either the current unit (if the program participant is staying in place) or to a new unit (if the program participant is moving).
- 2) For ESG-Funded rental assistance or Housing Relocation and Stabilization Services and for other non-federally funded assistance when indicated by a local funder:
  - c) Program participant eligibility and the types and amounts of assistance the program participant needs must be re-evaluated and documented in the participant case file not less than once every three months.
  - d) Eligible participants may receive up to 24 months of rental assistance during any 3-year period.
  - e) Participants must have a written lease to receive rental assistance.
  - f) Participants receiving more than one-month rental assistance are required to meet with their case manager at least once per month.
  - g) Participants are required to contribute 30% of their monthly adjusted income towards rent at minimum and seek to take on full rent as quickly as possible.

- h) Rental assistance is only provided if the total rent for the unit does not exceed the fair market rent (FMR) established by HUD and complies with HUD's standard of rent reasonableness, unless a waiver is in effect allowing for rents to exceed FMR.
- i) The program complies with all other applicable ESG Program and/or CoC Program requirements for financial and rental assistance.

## **G) PROGRAM EXIT**

- 1) Standard indicators of housing stability and crisis resolution are used to guide case closure decisions and account for participant preferences, lease-compliance, ability to pay housing costs, other conditions or issues that may affect housing stability in the near-term, and the related need for further assistance.
- 2) Program supervisors review and approve all decisions for case closure and program exit.
- 3) When closing a case, information is provided to participants about how they can access assistance from the program again if needed and what kind of follow-up assistance may be available.
  - a) In instances when a participant is at imminent risk of returning to homelessness, the program has the capacity to either directly intervene or provide referral to another prevention resource.
- 4) When closing a case, information is provided to landlords about how they can contact the program again if needed and what kind of follow-up assistance may be available.
- 5) For ESG-Funded rental assistance or Housing Relocation and Stabilization Services and for other non-federally funded assistance when indicated by a local funder:
  - a) Program participant eligibility and the types and amounts of assistance the program participant needs must be re-evaluated and documented in the participant case file not less than once every three months.
  - b) Eligible participants may receive up to 24 months of rental assistance during any 3-year period.
  - c) Participants must have a written lease to receive rental assistance.
  - d) Participants receiving more than one-month rental assistance are required to meet with their case manager at least once per month.
  - e) Participants are required to contribute 30% of their monthly adjusted income towards rent at minimum and seek to take on full rent as quickly as possible.
  - f) Rental assistance is only provided if the total rent for the unit does not exceed the fair market rent (FMR) established by HUD and complies with HUD's standard of rent reasonableness, unless a waiver is in effect allowing for rents to exceed FMR.
  - g) When terminating assistance to a program participant, the program at a minimum, follows a process that provides:
    - i) Written notice to the program participant containing a clear statement of the reasons for termination;
    - ii) A review of the decision, in which the program participant is given the opportunity to present written or oral objections before a person other than the person (or a subordinate of that person) who made or approved the termination decision; and
    - iii) Prompt written notice of the final decision to the program participant.

## 5) PERMANENT SUPPORTIVE HOUSING

### A) PURPOSE OF PERMANENT SUPPORTIVE HOUSING

- 1) **Permanent supportive housing (PSH)** programs include single site and scattered site rental housing with a permanent subsidy and supportive services for individuals and families who are homeless and have at least one household member with a disabling condition. PSH Programs include supportive services that are designed to meet the needs of the program participants. PSH Programs may include dedicated beds/units for people who are chronically homeless, youth, survivors of domestic violence, Veterans, and other subpopulations.

### B) KEY PERFORMANCE INDICATORS

- 1) Key performance indicators for **permanent supportive housing** programs include, but are not limited to:
  - Utilization (occupancy) rate (%)
  - Average length of participation
  - Successful outcomes (#, %)
  - Successful housing outcomes (#, %)
  - Negative exits (%)
  - Returns to homelessness (recidivism) (%)
  - Increase in non-employment cash income
  - Increase in employment income
  - Cost per household
  - Cost per unit

### C) STAFFING REQUIREMENTS

- 1) Staff providing or supervising program services complete training as indicated in Section 2: General Standards and the following trainings on an annual basis, as applicable to the staff member's role (e.g., service coordinator, peer specialist, activities coordinator):
  - a) Housing problem solving and other complementary crisis intervention approaches.
  - b) Housing-focused case management approaches and standard practices.
  - c) Community prevention and housing stabilization resources and referral protocols.
  - d) Fair housing, landlord/tenant law, rights, and responsibilities.
  - e) Home visitation safety and ethics.
  - f) Program financial and rental assistance requirements and uses, including but not limited to initial and ongoing eligibility criteria, program requirements, and assistance maximums.
- 2) Program has documented routine ways to keep staff regularly updated on new strategies, policies, and housing assistance options in the community, including related housing assistance eligibility criteria, referral, and application processes.
- 3) Direct service staff provide screening, intake/assessment, housing problem solving, access to financial assistance, including connection to community and mainstream resources, and time-limited housing-focused case management and stabilization assistance.
- 4) The maximum on-site direct service staff (e.g., case manager) to resident ratio is generally 1:25. Direct service staff to client ratios may be lower or higher, depending on the resident population. For example, newly leasing up Programs and/or Programs with higher proportion of vulnerable residents with higher service needs should have ratios lower than 1:25, while established Programs with lower service need residents may have ratios that are higher than 1:25.

- 5) The program designates staff or partners with a third-party provider whose responsibility is to identify and recruit landlords, if applicable, and encourage them to rent to homeless households served by the program.
  - a) Staff working with landlords have the knowledge, skills, and agency resources to understand landlords' perspectives, understand landlord and tenant rights and responsibilities, and negotiate landlord supports.
  - b) A program may have dedicated staff for whom this is the primary responsibility. If a program does not have a dedicated staff person(s) or does not partner with a third-party provider, then case managers fulfill this function, with responsibilities including landlord recruitment and negotiation.

## **D) PROGRAM ACCESS**

- 1) PSH programs participate in and receive all referrals for homeless dedicated units from CAS unless otherwise exempted by funders and CoC/SSF.
- 2) Homeless dedicated units in PSH programs are accessed via referral from CAS, including 211 and affiliated CAS access points, emergency shelters, and other referral pathways approved by program funders. Referral partners use standard screening criteria and triage tools to identify, prioritize, and refer potentially eligible households.
- 3) PSH programs have a Tenant Selection Plan that specifies the number of homeless dedicated units (or vouchers, if scattered site), including the subset of units dedicated for people experiencing chronic homelessness.
  - a) The Tenant Selection Plan specifies the basis for which an applicant would be considered ineligible, including the specific legal, financing, and/or health and safety justification for each ineligibility condition (e.g., exclusions for people who have a prior felony conviction for arson within a specified period).
  - b) There is a written procedure for consideration of any tenant selection plan exceptions the program is able to provide exception for.
- 4) PSH programs provide an expedited admission process to the greatest extent possible, including but not limited to:
  - a) Responding to PSH referrals within 2 business days.
  - b) Not requiring applicants to participate in more than two interviews, apart from what may be required by program housing assistance sources (e.g., Housing Choice Voucher);
  - c) Not requiring application-related fees or providing assistance to pay for application fees (i.e., in no instance is inability to pay a barrier).
  - d) Expediting admissions decisions and seeing to admit new participants within a few days (if eligible and if an opening is available or forthcoming).
  - e) Assisting applicants with obtaining necessary documentation.
- 5) PSH programs use standardized, brief screening questions approved for CAS to determine household needs and eligibility.
- 6) Wherever possible, PSH programs facilitate and support shared housing arrangements to support affordable tenancy and housing stability, consistent with federal, state, and local law, best practices, and client preferences.
- 7) During the admissions process, prospective applicants have the same client rights as enrolled PSH clients.
  - a) The program gives program applicants a copy of the clients' rights document, information about appeals, and admission decision with application materials.
  - b) Applicants who submit incomplete applications are provided a written description of information needed to complete the application, timeframe for completion, and are provided assistance by their case manager or program staff and/or referral sources as needed.

## **E) ELIGIBILITY AND PRIORITIZATION**

- 1) PSH programs with homeless dedicated units serve households who meet the following eligibility criteria and provide necessary documentation to establish eligibility per details below.

- a) **Homeless status:** Prospective applicants must be literally homeless residing in emergency shelter, transitional housing (only in limited circumstances), or place not meant for human habitation, according to criteria in paragraph (1) or (4) of the federal homeless definition. Prospective Applicants must have documentation of their homeless status and the length of time they have experienced homelessness, consistent with CAS policies and procedures.
  - b) **Disability:** Prospective Applicants must have documentation of a certified disability. For households that are not chronically homeless per HUD definition, at least one household member must be disabled, including minor children in the household. Households that are chronically homeless per HUD definition must have a head of household that is disabled. The head of household may be a minor if no adult is present in the household (see Appendix A).
    - i) A certification of disability is required for each permanent supportive housing household.
    - ii) The certification of disability must be signed by a professional licensed by the State of California qualified to treat the disabling condition and must be issued not more than 180 days prior to the household's entry into the program.
    - iii) If the certification of disability is not available, a written Social Security Administration verification or copies of a disability check are acceptable (except Survivor's Benefits or Social Security Retirement).
  - c) **Proof of identity, Social Security Number:** Prospective Applicants must have verification of each adult household member's identity and social security number.
  - d) **Citizenship or naturalization:** Prospective Applicants must be a United States (U.S.) citizen or national or noncitizen with eligible immigration status in accordance with HUD Notice H-95-55.<sup>5</sup> Supporting documentation includes: (1) U.S. birth certificate or DD-214 (Veterans), (2) U.S. passport, (3) U.S. certification of naturalization, (4) U.S. permanent resident card or arrival-departure record. For certain PSH programs, eligibility related to citizenship or naturalization status may vary.
  - e) **Household composition:** Prospective Applicants must have documentation of household composition (e.g., custodial verification) when there are minor and/or dependent children in the household.
  - f) **Income:** Prospective applicant household income cannot exceed 30% of Area Median Income (AMI) for the household size (HUD defined "extremely low income,").
  - g) **Residency:** Prospective Applicants must be residents of Sacramento County, California. This includes people currently residing in unsheltered and sheltered locations within Sacramento County.
  - h) Additional eligibility criteria established by the PSH provider program, which may be dependent on household income, and other legally permissible funder requirements.
- 2) Prioritization for PSH assistance is determined based on prioritization protocols and tools specified in the CAS Manual. In general, PSH Programs seek to prioritize people who are experiencing chronic homelessness as defined by HUD (see Appendix A).
- a) Chronic homelessness verification requires documentation that the homeless occasion was continuous, for a 12-month period without a break in living or residing in a place not meant for human habitation or in an emergency shelter OR evidence that the household experienced at least four separate homeless episodes in the last 3 years where those occasions cumulatively total at least 12 months. A break is considered at least seven or more consecutive nights not residing in a place not meant for human habitation or in shelter. For Verification of Street Homelessness, a single documented encounter with an authorized outreach provider, on a single day within one month is sufficient to document a household as homeless for that month. This is distinct from calculating the total number of days a household is unsheltered, which is based on the sum total of days homeless during a specific episode of homelessness.

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<sup>5</sup> Exception may be allowed for certain units funded with private or local government funds.



- 3) PSH providers may deny an eligible Prospective Applicant for any legally permissible reason as outlined in the Housing Provider's Tenant Selection Plan.
- 4) Clients enrolled in PSH and RRH maintain their homeless and chronic status prior to housing move-in regardless of current residence, but do not accrue homeless time unless they are verifiably literally homeless. If a client is enrolled in a PSH or RRH program, they retain eligibility for that PSH or RRH program, regardless of where they reside between program enrollment and move-in. (i.e., homeless time no longer accrues once placed in housing, even though homeless and chronic status remain valid while enrolled in RRH).
  - c) After a client has been enrolled in a PSH or RRH program, they can stay with friends/family or in a hotel/motel without losing PSH or RRH eligibility for the program they have been enrolled in. The PSH or RRH program must document enrollment and program eligibility, including homelessness documentation at enrollment in the respective program.

**6) Violence Against Women Act (VAWA):**

- a) An applicant for assistance or tenant assisted under a covered housing program may not be denied admission to, denied assistance under, terminated from participation in, or evicted from the housing on the basis or as a direct result of the fact that the applicant or tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the applicant or tenant otherwise qualifies for admission, assistance, participation, or occupancy.
- b) A tenant in a covered housing program may not be denied tenancy or occupancy rights solely on the basis of criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking if:
  - i) The criminal activity is engaged in by a member of the household of the tenant or any guest or other person under the control of the tenant, and
  - ii) The tenant or an affiliated individual of the tenant is the victim or threatened victim of such domestic violence, dating violence, sexual assault or stalking.
- c) All leases or rental assistance contracts must include VAWA protections. Except for tenant-based rental assistance, this includes the right to break the lease without penalty if the tenant qualifies for an emergency transfer. See section below: Emergency Transfer for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking.

## **F) PERMANENT SUPPORTIVE HOUSING ASSISTANCE**

- 1) Service participation is voluntary, unless otherwise required or authorized by program funders, including as part of an eviction prevention plan.
- 2) **Assessment:** A collaborative, housing-focused assessment is conducted to determine each household's situation within 72 hours following housing move-in, and at least annually to examine urgent and non-urgent service needs, preferences, and other information pertinent to assisting the household to achieve and maintain stable housing.
  - a) Resident assessments examine strengths and deficits relative to the skills needed for independent living and housing stability. This includes daily living skills, self-care, housekeeping, meal preparation and nutrition, accessing and acquiring goods and services in the community, and ability to adhere to lease requirements and resident rules.
  - b) Resident assessments also examine factors related to resident health and well-being, including general physical health, mental health, substance use/abuse, and other relevant issues impacting resident health.
  - c) Assessments are conducted by staff who are appropriately trained and qualified to complete the assessment used by the Program.
  - d) Following placement and established housing stability, households are further engaged in assessment to determine options for greater independence, including "move-on" and similar opportunities to transition from PSH to community-based housing and services.
- 3) **Housing-focused case management:** Participants are offered, but not required to participate in services that they may need to attain and stabilize in permanent housing except where required or authorized by program funders.

- a) Assistance is provided by program staff consistent evidence-based practices for PSH such as assertive engagement, motivational techniques, and other strategies to build rapport, trust, and an understanding of how best to support the participant remain stably housed and address other goals and service needs.
- b) Assistance is provided on a regular basis and the program routinely documents the content and outcome of case management meetings, including in HMIS.
- c) There is 24 hour per day, 7 days per week on-site and/or remote staffing availability from program service staff (may include on-call availability). Evening and weekend on-site coverage may be provided on an as-needed basis.
- d) **Core housing-focused case management services include:**
  - i) Development of an individualized housing plan that accounts for participant preferences and abilities and addresses housing barriers related to income, credit, rental history, criminal history, and other conditions or circumstances presenting a barrier to housing, along with other immediate service needs and supports.
    - (1) The plan identifies the support and services the program and program service partners will provide to help keep permanent housing and address other critical and immediate service needs.
    - (2) Plans account for participant preferences/choices and include only goals created with and agreed to by the participant, with an emphasis on the following:
      - (a) Housing stability, including lease compliance and opportunities to move to more independent living;
      - (b) Physical and mental health well-being; and
      - (c) Economic well-being, including employment and mainstream benefits.
    - (3) Participant service plans are periodically reviewed by supervisory staff to ensure appropriateness relative to individual resident needs, available services and program goals.
  - ii) Assistance with the move-in process, including identifying resources for basic furnishings, accessibility modifications, or other expenses.
    - (1) The program seeks to help participants meet basic needs at move-in, such as securing basic furnishings for an apartment, including mattresses and basic kitchen items such as a pot for cooking and utensils.
  - iii) Ongoing engagement, service coordination, and assistance as needed and desired to support stable housing and other participant service needs and goals.
    - (1) New participants are provided an individualized orientation to the program, including an overview of available services, resident lease terms and rules, and nearby amenities within 14 days of move-in date.
    - (2) Program staff attempt to engage participants on a quarterly basis at a minimum, with a goal of a monthly engagement. Engagement regularity and intensity is dependent on tenant needs, barriers, and preferences to ensure tenants retain housing and receive services they want and need.
      - (a) Staff may conduct periodic apartment inspections consistent with the lease as a means to assess resident well-being, lease compliance, and remediation needs.
    - (3) Program staff explain to participants basic landlord-tenant rights and responsibilities and the requirements of their specific lease.
    - (4) Program staff work directly with the participant and the landlord or property management staff to resolve tenancy issues (e.g., failure to pay rent, unit damage, disturbing quiet enjoyment of others) when they occur to maintain the participant's tenancy.
      - (a) The program works quickly to identify a corrective course of action, and, without breaking a participant's confidentiality, keep the landlord and participant informed about the program's action to mitigate the situation.
      - (b) Program staff offer participants additional learning opportunities that can include instruction or guidance on basic landlord-tenant rights and responsibilities, requirements and prohibitions of a lease, and meeting minimum expectations for care of the housing unit, such as not causing damage, respecting the quiet enjoyment of neighbors, and managing minor maintenance needs.

- (c) The program facilitates access to other community resources that help participants resolve or navigate tenancy problems (e.g., assistance for tenant rental and utility arrears, legal aid, community mediation services).
- (5) Program staff help participants review their budgets, including income and spending, to make decisions about reducing expenses and increasing income.
  - (a) Program participants are screened for and connected to other community and mainstream housing assistance, public benefits, services, and resources for which they qualify.
- (6) Program staff work with participants to identify other appropriate community services that can assist in achieving participant goals, including information and referrals for community services and assist participants in accessing services.
  - (a) When appropriate and with participant consent, service staff seeks to coordinate services with other community service providers to ensure coordinated, efficient participant care and support.
  - (b) The program has clearly defined relationships with peer support, healthcare, employment/income programs that it can connect program participants to when appropriate.
  - (c) Participants are provided or made aware of transportation options and related assistance, including nearby public transportation and assistance with obtaining bus fare, if available.
- e) Additional housing stabilization assistance is provided as needed and may include legal services for participants facing eviction, landlord mediation services, housing location and rehousing support, and referrals to code enforcement, public health or other agencies when housing conditions may be unhealthy or potentially unsafe. These services may be provided by the program or through referral to a partner program.
- f) Except where dictated by a funder, program participants typically direct when, where, and how often case management meetings occur. Meetings occur in a participant's home and/or in a location of the participant's choosing whenever possible.
  - i) Staff respect a program participant's home and maintain ethical boundaries at all times, including scheduling appointments ahead of time, only entering when invited in, and respecting the program participant's personal property and wishes while in their home.
  - ii) The program has clearly defined relationships (e.g., via a written Memorandum of Understanding (MOU)) with healthcare, employment, income, and other mainstream and community programs and resources that it can connect program participants to when appropriate and desired.
- g) Within practical limits, participants are provided with options for a variety of on-site and off-site social and leisure opportunities that promote well-being and enjoyment.
  - i) All activities are voluntary for participants.
- h) Case review and conferencing is used to guide progressive assistance (i.e., ongoing adjustment to type, amount, duration of assistance based on needs relative to obtaining and maintaining housing and achieving housing stability).
- i) In the case of households at risk of eviction, pro-active attempts are made to secure commitment from landlords not to pursue eviction/canceling of the lease after payment. Whenever possible, programs negotiate move-out terms and assist the person/household to quickly locate and move into another unit without an eviction in coordination with landlord partners.
- j) Standard indicators of housing stability and crisis resolution are used to guide tenancy supports and that accounts for participant preferences, lease-compliance, ability to pay housing costs, other conditions or issues that may affect housing stability in the near-term, and the related need for further assistance.
- 4) **For scattered site PSH:**
  - a) The program or the program's housing navigation/landlord engagement partner offers individualized housing navigation for participants needing to secure safe, stable housing.
  - b) Newly enrolled participants and participants who need to relocate are provided with the following assistance from program staff or partners:

- i) Individualized housing location and counseling services to identify the most appropriate housing placement, including connection with private and public owners and rental agencies willing to provide permanent housing to participants.
- ii) Assistance exploring and facilitating *shared housing* opportunities in community-based housing and through master-leasing.
- iii) Assistance with housing applications and appeals and negotiating rental agreements.
- iv) Assistance with obtaining needed documentation, completing housing applications, appealing application rejections, and negotiating rental agreements.
- v) Ongoing engagement and support to facilitate stabilization in current or new housing that is safe and stable.
- c) The program continually engages in the recruitment and retention of landlord partners and has methods of tracking landlord partners and unit vacancies, unit locations, characteristics, and costs.
- d) The program has written policies and procedures for landlord recruitment activities, including screening out potential landlord partners who have a history of poor compliance with their legal responsibilities and fair housing practices.
- e) The program offers a standard, basic level of support to all landlords who lease to program participants. This support is detailed in a written policy or other descriptive material distributed to landlords. Programs can negotiate additional supports, as needed, on a case-by-case basis.
- f) At a minimum, program staff or service partner responds quickly (within one business day) to landlord calls about serious tenancy problems and offers support to resolve conflicts around lease requirements, complaints by other tenants, and timely rent payments.

**5) For single site PSH:**

- a) Each unit is furnished upon participant move-in with at least a bed/crib and appropriate linens/bedding for each participant; dresser, table, and chairs. Staff also seek to provide basic kitchen/bathroom supplies.
- b) The roles and responsibilities of service and property management staff are clearly communicated to participants.
- c) Service and property management staff communicate regularly regarding participant issues related to lease compliance and supportive service needs. This may include regularly scheduled meetings or ad hoc meetings, as needed.
- d) Program staff are informed of concerns about participant lease compliance and involved in decisions concerning responses to participant lease compliance and remediation.

## **G) MEDICAL REMINDERS AND/OR MEDICATION ASSISTANCE**

- 1) When requested and as appropriate, staff provides medical reminders and/or medication assistance to participants.
- 2) The program does not keep or administer participant medication, unless such services are an express option provided by the Program and are administered by an appropriately licensed professional.

## **H) LEASE AGREEMENTS**

- 1) All PSH participants have a formal lease agreement that is consistent with federal, state, and local law and with a minimum term of 12 months. The lease / occupancy agreements must be terminable for cause and automatically renew upon expiration for at least 1 month, except on prior notice by either party.
- 2) The program does not charge program fees to participants. If participants are required to contribute towards rent, the lease must require the participant to pay their rent contribution directly to the landlord/lessor.
- 3) If a PSH-qualifying participant dies, is incarcerated, or is institutionalized for more than 90 days, the participant is exited from the program. Program-assisted housing ends at lease expiration for any surviving/remaining members of the household.

## **I) FAIR MARKET RENT AND RENT REASONABLENESS**

- 1) PSH programs comply with HUD rent reasonableness and Fair Market Rent (FMR) requirements as applicable.

## **J) RENT AND UTILITY ASSISTANCE**

- 1) The agency has written income determination and rental assistance policies and procedures to consistently and fairly determine updates to participant's income and establish the amount of monthly assistance to provide for rent and utilities and the expected tenant contribution to monthly rent and utility expenses.
  - a) The policy is easily explained and understood by participants and staff.
- 2) The agency that determines the participants' rent must assess household income initially and at least annually, using the household's most recent income documentation, to determine the tenant portion of the rent.
  - a) Participants are instructed to inform staff of any household income changes that take place during the year and how to report such changes.
  - b) Staff must make appropriate adjustments to the participant portion of the rent when notified of household income changes.
  - c) Participant rent and utility costs are reassessed and adjusted according to participant income at least annually or when a participant experiences a loss of income and as otherwise required by program funders.
- 3) The participant portion of rent and utilities does not exceed 30% of the monthly adjusted gross income, 10% of Annual Gross Income, or the portion of any public assistance designated for housing costs, whichever is greater.
- 4) For CoC Program-funded rental assistance units, rent cannot be paid with federal funds for units that are vacant more than 30 days or for units leased without an eligible tenant assigned.
- 5) Rental assistance agreements are required and used when using HUD funds to make rental assistance payments to a landlord.
  - a) The rental assistance agreement must provide that, during the term of the agreement, the owner must give the rehousing agency a copy of any notice to the program participant to vacate the housing unit or any complaint used under state or local law to commence an eviction action against the program participant. In such instances, program will respond to assist participants to avoid eviction and concurrently communicate with the landlord to address concerns.
  - b) The rental assistance agreement with the landlord must terminate and no further rental assistance payments under that agreement may be made if:
    - i) The program participant moves out of the housing unit for which the program participant has a lease;
    - ii) The lease terminates and is not renewed; or
    - iii) The program participant becomes ineligible to receive ESG rental assistance.
  - c) Each program participant receiving rental assistance must have a legally binding, written lease for the rental unit, unless the assistance is solely for rental arrears. The lease must be between the owner and the program participant.
    - i) Programs adhere to all other federal ESG Program and CoC Program requirements.

## **K) SINGLE SITE PSH FACILITIES**

- 1) Single site PSH programs maintain adequate office and meeting space to support on-site staffing and services.
  - a) Office and other meeting spaces used by staff for the delivery of supportive services and/or for staff to meet with participants are clean, comfortable, trauma-informed, and well-maintained.
- 2) There are individual mailboxes for participants. Mailboxes accessible in common areas have individual locks.
- 3) The site is within one quarter mile walking distance of public transit or the program otherwise provides transportation assistance.
- 4) The site is accessible to social services, medical facilities, shopping, and places of employment.

- 5) Staff provides verbal and written information to participants regarding amenities that are provided in the building and in the surrounding area, including a map when requested.
- 6) **Community space:**
  - a) Community space, including lobbies, sitting areas, meeting rooms, mail rooms, laundry rooms, and trash collection areas, are easily accessible to all tenants.
  - b) All common rooms and public spaces, including any shared furnishings, are clean and in good repair.
  - c) Smoking is not permitted in common areas indoors and only in outdoor spaces no adjacent to building entry or egress points. Areas where smoking is and is not permitted are clearly defined and marked.
  - d) Building common space rules clearly describe acceptable use and behavior in common and public areas.
  - e) Participants are free to use common and public space twenty-four hours a day, seven days a week in a manner consistent with the tenant lease and building rules. Tenant lease and/or building rules may restrict access during certain hours to mitigate reasonable concerns related to safety and property theft.
- 7) **Parking:**
  - a) There is on-site, free parking for participants with automobiles or motorcycles or the program otherwise supports participants in securing free or low-cost parking.
  - b) There are accessible, on-site locations where participants may secure bicycles.
- 8) **Pets/service animals/animal care:**
  - a) The PSH program has a policy regarding whether pets are allowed in the facility, consistent with the lease and federal, state, and local law.
  - b) Per ADA requirements, the program makes reasonable accommodation for service animals. Additional information regarding ADA requirements for service animals from the U.S. Department of Justice is included in [ADA Requirements: Service Animals](#).
- 9) **Laundry**
  - a) A laundry facility with working washers and dryers is available for participants twenty-four hours a day, seven days a week in a manner consistent with the tenant lease and building rules or the program provide a means for participants to access free or low-cost laundry facilities.
    - i) The participant lease and/or building rules may restrict access during certain hours to mitigate reasonable concerns related to safety and property theft.

## **L) TRANSFERS BETWEEN PROGRAMS**

- 1) Current PSH tenants are able to transfer to other PSH units within the Sacramento CoC when a documented tenant need presents and the tenant meets any other eligibility criteria or preferences for the housing program they transfer to and consistent with CAS policies and procedures.
  - a) Tenant transfers are at the discretion of the tenant and may include opportunities to be placed a more or less intensive or structured PSH environment based on tenant needs and choices.
  - b) Tenants retain their original homeless or chronically homeless status for the purposes of the transfer.
  - c) When accepting a transfer from another PSH Program, the receiving PSH program keeps records on file demonstrating that the tenant:
    - i) Is transferring from another PSH program;
    - ii) The reason for the transfer; and
    - iii) Met the eligibility requirements for PSH prior to entering the original PSH program.
  - iv) In the case of the elimination of a PSH program unit to reallocation of funds or other reasons, the PSH program or parent agency works with tenants to identify alternate placements or work on housing stability and exit plans that will help tenants prepare to exit by the PSH Program's closing.



- d) PSH providers follow lease terms for tenant deposit refund upon tenant transfer.

## **M) EMERGENCY TRANSFER FOR VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING**

- 1) In accordance with the Violence Against Women Act (VAWA), current PSH participants within CoC and other HUD programs who are victims of domestic violence, dating violence, sexual assault, or stalking are allowed to request an emergency transfer from the participant's current unit to another unit. A PSH participant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD's regulations at 24 CFR part 5, subpart L is eligible for an emergency transfer, if:
  - a) The PSH participant reasonably believes that there is a threat of imminent harm from further violence if the PSH participant remains within the same unit.
  - b) The PSH participant is a victim of sexual assault, the PSH participant may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer.
  - c) The PSH participant expressly requests the transfer in accordance with the procedures described.
- 2) PSH participants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements.
- 3) The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation.
- 4) PSH program ability to honor such request for PSH participants currently receiving assistance may depend upon:
  - a) A preliminary determination that the PSH participant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and
  - b) On whether PSH has another dwelling unit that is available and is safe to offer the PSH participant for temporary or more permanent occupancy.
- 5) The PSH program has a detailed transfer procedure based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), the Federal agency that oversees that HUD-funded PSH is in compliance with VAWA.

## **N) TEMPORARY RELOCATION**

- 1) The program takes all reasonable steps to minimize the displacement of participants. Current participants within units managed by provider, who are required to move temporarily, are offered relocation assistance in accord with federal Uniform Relocation Act requirements, as applicable.
- 2) Participants required to relocate temporarily are offered a decent, safe, and sanitary unit in the same building or complex (single sites) or in a comparable unit in the same geographic area (scattered sites) with comparable supportive services.

## **O) PERMANENT DISPLACEMENT<sup>6</sup>**

- 1) A "displaced person" is any person that moves permanently, as a direct result of acquisition, rehabilitation, or demolition of a housing Program. This includes any permanent involuntary move where the participant is not eligible to return to a housing Program through no fault of their own. For example: If the owner issues a notice to move permanently from the property, or refuses to renew an expiring lease.

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<sup>6</sup> Refer to 42 USC Ch. 61: Uniform Relocation Assistance and Real Property Acquisition Policies for Federal And Federally Assisted Programs.

- 2) The program takes all reasonable steps to minimize the displacement of participants. Current PSH participants who are required to permanently relocate are offered relocation assistance.
- 3) Participants permanently displaced are offered decent, safe, and sanitary comparable housing options and comparable supportive services. Any participant who has been temporarily relocated for a period beyond one year is treated as permanently displaced and offered relocation assistance.
- 4) A participant does not qualify as a “displaced person” if the person has been evicted for serious or repeated violation of the terms and conditions of the lease/occupancy agreement.

## **P) ABSENCES FROM UNITS AND PARTICIPANT TERMINATION**

- 1) The program has a termination policy and practice of providing written plans for at-risk participants that includes strategies for intervention, prevention, or housing retention that help participants avoid losing housing.
- 2) The program has clear policies and procedures in place regarding absences from units and participant termination. Terminations from PSH follow eviction procedures consistent with federal, state, and local law, and CAS policies and procedures.
- 3) When a participant leaves a federal CoC Program-funded unit:
  - a) For a Rental Assistance unit only: if a unit is vacated before the expiration of the lease, the assistance for the unit may continue for a maximum of 30 days from the end of the month in which the unit was vacated, unless occupied by another eligible person. No additional assistance will be paid until the unit is occupied by another eligible person.
  - b) For a Leasing Assistance unit: the lease is between the PSH Provider and the owner of the property and the PSH Provider is required to make payments on a unit in compliance with the lease, regardless of whether the PSH Provider has housed a CAS referred participant in the unit or structure.
  - c) Brief periods of stay in institutions (such as jail, hospital, etc.), of less than 90 days are not considered vacancies. Participants continue to receive Rental Assistance during this time and are not terminated. Once a person resides at an institution for more than 90 days, they are no longer eligible for Rental Assistance.
- 4) The program maintains documentation of:
  - a) The date of unit vacancy.
  - b) Documentation of any participant intervention, prevention or housing retention utilized before termination.
  - c) Documentation of any participant hearings or appeals.
  - d) Documentation of institutional stays of less than 90 days.

## **Q) HOUSING QUALITY**

- 1) PSH units have at least a living room, a kitchen area, a bathroom, and one bedroom or living/sleeping room for each two persons (except single room occupancy (SROs) units).
  - a) Children of the opposite sex, other than very young children, are not required to occupy the same bedroom or living/sleeping room.
- 2) Exterior doors and windows are lockable.
- 3) Each unit has a bathroom that affords privacy and is for the exclusive use of the occupants.
- 4) PSH units have suitable space and equipment to store, prepare, and serve food in a sanitary manner, including an oven and stove or range, a refrigerator, and a kitchen sink with hot and cold running water.
  - a) Hot plates are not acceptable substitutes for stoves or ranges (except SROs).
  - b) A microwave may be substituted for an oven and stove if the participant agrees and if microwaves are furnished to both subsidized and unsubsidized participants in the same premises.
- 5) For CoC Program-funded PSH: If the household composition changes, the program relocates the household to a more appropriately sized unit with continued access to appropriate supportive services.

- 6) Program housing units (scattered or single site) meet the following minimum HUD standards for safe, decent, and sanitary housing in good repair, including dwelling units, building exterior, building systems, and common areas. PSH Programs may have to adhere to additional building, health and safety codes per federal, state, and local law and funding requirements, including HUD Housing Quality Standards (HQS).
- a) **Site:**
    - i) The site components, such as fencing and retaining walls, grounds, lighting, mailboxes/Program signs, parking lots/driveways, play areas and equipment, refuse disposal, roads, storm drainage and walkways must be free of health and safety hazards and be in good repair.
    - ii) The site must not be subject to material adverse conditions, such as abandoned vehicles, dangerous walks or steps, poor drainage, septic tank back-ups, sewer hazards, excess accumulations of trash, vermin or rodent infestation or fire hazards.
  - b) **Building exterior:**
    - i) Each building on the site must be structurally sound, secure, habitable, and in good repair. Each building's doors, fire escapes, foundations, lighting, roofs, walls, and windows, where applicable, must be free of health and safety hazards, operable, and in good repair.
  - c) **Building systems:**
    - i) Each building's domestic water, electrical system, elevators, emergency power, fire protection, HVAC, and sanitary system must be free of health and safety hazards, functionally adequate, operable, and in good repair.
  - d) **Dwelling units:**
    - i) Each dwelling unit within a building must be structurally sound, habitable, and in good repair. All areas and aspects of the dwelling unit (for example, the unit's bathroom, call-for-aid (if applicable), ceiling, doors, electrical systems, floors, hot water heater, HVAC (where individual units are provided), kitchen, lighting, outlets/switches, patio/porch/balcony, smoke detectors, stairs, walls, and windows) must be free of health and safety hazards, functionally adequate, operable, and in good repair.
      - (1) Where applicable, the dwelling unit must have hot and cold running water, including an adequate source of potable water (note for example that single room occupancy units need not contain water facilities).
      - (2) If the dwelling unit includes its own sanitary facility, it must be in proper operating condition, usable in privacy, and adequate for personal hygiene and the disposal of human waste.
      - (3) The dwelling unit must include at least one battery-operated or hardwired smoke detector, in proper working condition, on each level of the unit.
  - e) **Common areas:**
    - i) The common areas must be structurally sound, secure, and functionally adequate for the purposes intended.
    - ii) The basement/garage/carport, restrooms, closets, utility, mechanical, community rooms, day care, halls/corridors, stairs, kitchens, laundry rooms, office, porch, patio, balcony, and trash collection areas, if applicable, must be free of health and safety hazards, operable, and in good repair.
    - iii) All common area ceilings, doors, floors, HVAC, lighting, outlets/switches, smoke detectors, stairs, walls, and windows, to the extent applicable, must be free of health and safety hazards, operable, and in good repair.
    - iv) These standards for common areas apply, to a varying extent, to all HUD housing, but will be particularly relevant to congregate housing, independent group homes/residences, and single room occupancy units, in which the individual dwelling units (sleeping areas) do not contain kitchen and/or bathroom facilities.
  - f) **Health and safety concerns:**
    - i) All areas and components of the housing must be free of health and safety hazards. These areas include, but are not limited to, air quality, electrical hazards, elevators, emergency/fire exits, flammable materials, garbage and debris, handrail hazards, infestation, and lead-based paint. For example, the buildings must have fire exits that are not blocked and have handrails that are undamaged and have no other observable deficiencies.
    - ii) The housing must have no evidence of infestation by rats, mice, or other vermin, or of garbage and debris.

- iii) The housing must have no evidence of electrical hazards, natural hazards, or fire hazards.
  - iv) The dwelling units and common areas must have proper ventilation and be free of mold, odor (e.g., propane, natural gas, methane gas), or other observable deficiencies.
  - v) The housing must comply with all requirements related to the evaluation and reduction of lead-based paint hazards.
- 7) Housing Inspections are conducted prior to unit occupancy and at least annually to ensure consistency with housing quality standards.
  - 8) Site-based PSH programs: the program has a housekeeping and maintenance plan. The plan is implemented routinely and staff documents when chores or routine maintenance tasks are completed.
  - 9) Site-based PSH programs with desk staff: the program ensures staff are responsible for monitoring the facility entrance and are aware of participants attempting to access the building.
    - a) There is a mechanism, such as security cameras, to allow staff to see who requests access to the building.

## APPENDIX A: TERMINOLOGY

The following terms are used in this document.

### **Agency:**

An organization that operates one or more program types identified in this document for individuals and families at-risk of or experiencing homelessness in Sacramento County, California.

### **Area Median Income (AMI):**

The gross median household income for a specific Metropolitan Statistical Area, county or non-metropolitan area established annually by HUD. AMI is used in many federal programs to determine eligibility and make rent calculations.

### **Assertive Engagement:**

The process whereby a worker uses their interpersonal skills and creativity effectively to make the environments and circumstances that their service users are encountered in more conducive to change than they might otherwise be, for at least the duration of the engagement.

### **Chronic Homelessness (HUD Definition):**

- A homeless individual with a disability as defined in section 401(9) of the McKinney-Vento Assistance Act (42 U.S.C. 11360(9)), who:
  - Lives in a place not meant for human habitation, a safe haven, or in an emergency shelter, and
  - Has been homeless and living as described for at least 12 months\* or on at least 4 separate occasions in the last 3 years, as long as the combined occasions equal at least 12 months and each break in homelessness separating the occasions included at least 7 consecutive nights of not living as described.
- An individual who has been residing in an institutional care facility for less, including jail, substance abuse or mental health treatment facility, hospital, or other similar facility, for fewer than 90 days and met all of the criteria of this definition before entering that facility; or
- A family with an adult head of household (or, if there is no adult in the family, a minor head of household) who meets all of the criteria of this definition, including a family whose composition has fluctuated while the head of household has been homeless.

### **Continuum of Care (CoC) (HUD Definition):**

The group organized to carry out the responsibilities required under this part [the CoC Program interim rule] and that is composed of representatives of organizations, including nonprofit homeless providers, victim service providers, faith-based organizations, governments, businesses, advocates, public housing agencies, school districts, social service providers, mental health agencies, hospitals, universities, affordable housing developers, law enforcement, organizations that serve homeless and formerly homeless veterans, and homeless and formerly homeless persons to the extent these groups are represented within the geographic area and are available to participate. The Sacramento CoC also includes the City of Sacramento, Sacramento County, other local municipalities within Sacramento County, the Sacramento Housing Redevelopment Authority (SHRA), and Sacramento Steps Forward, which serves as the CoC's "Collaborative Applicant" for federal CoC Program funding.

### **Coordinated Entry (CE), or alternatively, Coordinated Assessment System (CAS):**

As defined by HUD, CE means a centralized or coordinated process designed to coordinate program participant intake assessment and provision of referrals. A centralized or coordinated assessment system covers the geographic area, is easily accessed by individuals and families seeking housing or services, is well advertised, and includes a comprehensive and standardized assessment tool. CAS must include means to match people to shelter and housing

resources for which they are eligible, as well as prioritize people based on an assessment of their needs and vulnerabilities when shelter, housing, or other needed assistance is limited and unable to assist everyone who is eligible and seeking assistance. HUD requires every CoC operate a Coordinated Entry process which must at minimum allocate all CoC Program funded housing resources.

**Disability (HUD Definition):**

- A person shall be considered to have a disability if he or she has a disability that:
  - i. Is expected to be long-continuing or of indefinite duration;
  - ii. Substantially impedes the individual's ability to live independently;
  - iii. Could be improved by the provision of more suitable housing conditions; and
  - iv. Is a physical, mental, or emotional impairment, including impairment caused by alcohol or drug abuse, posttraumatic stress disorder, or brain injury.
- A person will also be considered to have a disability if he or she has a developmental disability.
- A person will also be considered to have a disability if he or she has acquired immunodeficiency syndrome (AIDS) or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome, including infection with the human immunodeficiency virus (HIV).

**Fair Market Rent (FMR):**

Fair Market Rent provides a standard for rent based on unit size for different geographic areas. These standards are often used as a limit for how much rent can be charged or supported in certain programs. FMRs are published in the Federal Register annually by HUD.

**Harm Reduction:**

"Harm-reduction" means a set of strategies, policies, and practices aimed at mitigating the negative social and physical consequences associated with various human behaviors, including, but not limited to, substance use, and that do not rely on punitive measures to gain program compliance.

**Homeless (HUD Definition):**

**Category 1: Literally Homeless**

Individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:

- Has a primary nighttime residence that is a public or private place not meant for human habitation;
- Is living in a publicly or privately-operated shelter designated to provide temporary living arrangements (including congregate shelters, TH, and hotels and motels paid for by charitable organizations or by federal, state and local government programs); or
- Is exiting an institution where he/she has resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.

**Category 2: Imminent Risk of Homelessness**

Individual or family who will imminently lose their primary nighttime residence, if:

- Residence will be lost within 14 days of the date of application for homeless assistance;
- No subsequent residence has been identified; and
- The individual or family lacks the resources or support networks needed to obtain other permanent housing.

**Category 3: Homeless Under Other Federal Statutes<sup>9</sup>**

Unaccompanied youth under 25 years of age, or families with Category 3 children and youth, who do not otherwise qualify as homeless under this definition, but who:



- Are defined as homeless under the other listed federal statutes;
- Have not had a lease, ownership interest, or occupancy agreement in permanent housing during the 60 days prior to the homeless assistance application;
- Have experienced persistent instability as measured by two moves or more in the preceding 60 days; and
- Can be expected to continue in such status for an extended period due to special needs or barriers.

**Category 4: Fleeing/Attempting to Flee Domestic Violence**

Any individual or family who:

- Is fleeing, or is attempting to flee, domestic violence;
- Has no other residence; and
- Lacks the resources or support networks to obtain other permanent housing.

**Homeless Management Information System (HMIS):**

A Homeless Management Information System (HMIS) is a web-based local information technology system used to collect client-level data and data on the provision of housing and services to homeless individuals and families and persons at risk of homelessness. The operation of an HMIS and much of the data that is collected are federally mandated, but each community operates its own HMIS system.

**Housing First:**

**According to California state law<sup>7</sup>:** “Housing First” means the evidence-based model that uses housing as a tool, rather than a reward, for recovery and that centers on providing or connecting homeless people to permanent housing as quickly as possible. Housing First providers offer services as needed and requested on a voluntary basis and that do not make housing contingent on participation in services.

**“Core components of Housing First” means all of the following:**

- (1) Tenant screening and selection practices that promote accepting applicants regardless of their sobriety or use of substances, completion of treatment, or participation in services.
- (2) Applicants are not rejected on the basis of poor credit or financial history, poor or lack of rental history, criminal convictions unrelated to tenancy, or behaviors that indicate a lack of “housing readiness.”
- (3) Acceptance of referrals directly from shelters, street outreach, drop-in centers, and other parts of crisis response systems frequented by vulnerable people experiencing homelessness.
- (4) Supportive services that emphasize engagement and problem solving over therapeutic goals and service plans that are highly tenant-driven without predetermined goals.
- (5) Participation in services or program compliance is not a condition of permanent housing tenancy.
- (6) Tenants have a lease and all the rights and responsibilities of tenancy, as outlined in California's Civil, Health and Safety, and Government codes.
- (7) The use of alcohol or drugs in and of itself, without other lease violations, is not a reason for eviction.

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<sup>7</sup> [California Code, Welfare and Institutions Code - WIC § 8255](#)

(8) In communities with coordinated assessment and entry systems, incentives for funding promote tenant selection plans for supportive housing that prioritize eligible tenants based on criteria other than “first-come-first-serve,” including, but not limited to, the duration or chronicity of homelessness, vulnerability to early mortality, or high utilization of crisis services. Prioritization may include triage tools, developed through local data, to identify high-cost, high-need homeless residents.

(9) Case managers and service coordinators who are trained in and actively employ evidence-based practices for client engagement, including, but not limited to, motivational interviewing and client-centered counseling.

(10) Services are informed by a harm-reduction philosophy that recognizes drug and alcohol use and addiction as a part of tenants' lives, where tenants are engaged in nonjudgmental communication regarding drug and alcohol use, and where tenants are offered education regarding how to avoid risky behaviors and engage in safer practices, as well as connected to evidence-based treatment if the tenant so chooses.

(11) The project and specific apartment may include special physical features that accommodate disabilities, reduce harm, and promote health and community and independence among tenants.

**Housing Problem Solving:**

A person-centered, housing-focused approach to explore creative, safe, and cost-effective solutions to quickly resolve a housing crisis — even if just temporarily — with limited or no financial support. Housing problem solving is not a one-time event and instead, problem-solving techniques can be used in many circumstances to support a more effective implementation of homelessness prevention, diversion, and rapid exit strategies.

**Motivational Interviewing:**

An evidence-based approach for working with individuals that focuses on allowing each person to direct the change rather than telling them what they need to do, beginning with an understanding of what stage of change an individual is in currently.

**Program:**

A service provided by a local social service, housing, healthcare, or other entity to meet the homelessness prevention or assistance needs of people in Sacramento County.

**Program Participant, Client, and Resident:**

The terms “program participant,” “client,” “resident” and like terms are all used to describe people who may qualify for and use the different program types included in this manual.

**Rent Reasonableness:**

A HUD standard to ensure that rents for units covered by a subsidy program are reasonable in relation to rents being charged for comparable unassisted units in the same market.

**Trauma-Informed Care:**

Trauma-informed care means a set of practices that promote safety, empowerment, and healing in recognition that program participants may have experienced trauma that informs their experiences and responses.

**Victim Service Provider (VSP):**

A Victim Service Provider is a private nonprofit organization whose primary mission is to provide services to victims of domestic violence, dating violence, sexual assault, or stalking. Providers include rape crisis centers, domestic violence shelters and transitional housing programs, and other programs.