

Tax ID No.: 94-6000513

Community: CA-522, Humboldt County Continuum of Care

Recipient's Name: Humboldt, County of, DBA-Dept. of Health and Human Services

Grant Number (FAIN): CA2321Y9T222300

UEI: K7CAELM4DN84

Period of Performance and Budget Period Start Date: January 1, 2025

Period of Performance and Budget Period End Date: December 31, 2025

YOUTH HOMELESSNESS DEMONSTRATION GRANT AGREEMENT (Assistance Listing #14.276)

This Grant Agreement (this Agreement) is made by and between the United States Department of Housing and Urban Development (HUD) and Humboldt, County of, DBA-Dept. of Health and Human Services (the Recipient). Under the authority of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328), and pursuant to the Youth Homelessness Demonstration Program Notice of Funding Opportunity, published June 6, 2024 (the NOFO), HUD selected **14** communities to participate in the Youth Homelessness Demonstration. The Recipient shall carry out the project(s) identified on the attached Scope of Work (the Project) within the geographic area of the Community.

The terms “Grant” or “Grant Funds” mean the funds that are provided under this Agreement. The term “Application” means the application submissions on the basis of which the Grant was approved by HUD, including the certifications, assurances, and any information or documentation required to meet any Grant award condition. All other terms shall have the meaning given in the NOFO. If a term is not defined in the NOFO, then the term shall have the meaning given in the Continuum of Care Program regulation, 24 CFR part 578 (the Regulation).

The Application is incorporated herein as part of this Agreement, except as modified on the attached Scope of Work exhibit attached hereto as Exhibit 1 and made a part hereof. In the event of any conflict between the Application and any provision contained in this Agreement, this Agreement shall control.

The use of Grant Funds under this Agreement is subject to the requirements imposed by the NOFO.

The Recipient must comply with the applicable requirements at 2 CFR part 200, as may be amended from time to time.

Effective Date, Renewals and Period of Performance Extensions. This Agreement shall be effective upon execution by HUD. Except for Grants for planning costs, the Grant may be eligible for one (1) year renewals through the CoC Program. Grants for planning costs are nonrenewable. Period of performance extensions may be made, consistent with 2 CFR 200.308 and 2 CFR 200.309.

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Environmental Review. No funds may be drawn down by the Recipient until HUD has approved site control pursuant to the Environmental Requirements of the NOFO.

Applicable Regulations. Although the Grant is not a Continuum of Care program Grant, the NOFO made Continuum of Care program requirements applicable to the use of Grant funds. The Grant is subject to the following provisions of the Regulation, as may be amended from time to time, except where they conflict with the NOFO requirements, activities that the Recipient will implement and are authorized pursuant to I.C.1.a. or b. of Appendix A of the NOFO, waivers issued by HUD and identified in this Agreement, or with the proviso that Grant funds may only be used to serve homeless youth, age twenty-four (24) and younger: 24 CFR 578.3, 578.15, 578.23(a), 578.25(b) and (c), 578.29, 578.37, 578.43, 578.45, 578.47, 578.49, 578.51, 578.53, 578.55, 578.57, 578.59, 578.61, 578.63, 578.73(c), 578.75, 578.77, 578.79, 578.81, 578.83, 578.85, 578.87, 578.89, 578.91, 578.93, except in 578.93(c)(2), recipients must provide such information to the jurisdiction in which the project is located, 578.95, 578.97, 578.99, 578.103(a)(3) - (18) and (b) – (e), 578.105, 578.107 and 578.109. The requirements of 24 CFR 200.306, as may be amended from time to time, with the exception of 200.306(b)(5) apply. Grants for planning costs are subject to 24 CFR 578.39(b) and (c), as may be amended from time to time, but Grant funds may only be used for costs of planning related to preventing and ending youth homelessness in the Community. No funds for new projects may be drawn down by the Recipient until HUD has approved site control pursuant to 24 CFR 578.25(b) and, as necessary, (c).

Matching Requirements.

The Recipient was exempted from matching requirements.

The Recipient or Subrecipient must match all Grant funds, except for leasing funds, with no less than 25 percent of funds or in-kind contributions from other sources. The 25 percent match must be provided on a Grant-by-Grant basis using cash or in-kind contributions as described in 24 CFR 578.73(b) and/or (c). Match must be used for the costs of activities that are eligible under subpart D of 24 CFR part 578 or the Project. If program income will be used as a source of match it must have been indicated in the Application.

HMIS. Unless the Grant is for the costs of coordinated entry or planning costs, Recipient must participate in the Community's HMIS system and contribute data to it. Victim service providers must use a comparable database that complies with HUD's HMIS requirements.

Indirect cost rate.

The Recipient must use the Grant Funds only for costs (including indirect costs) that meet the applicable requirements in 24 CFR part 200 (including appendices), as may be amended from time to time. The Recipient must immediately notify HUD upon any change in the Recipient's

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indirect cost rate, so that HUD can amend the Agreement to reflect the change if necessary. The Recipient will:

[check one as applicable]

- not use an indirect cost rate to charge its indirect costs to the grant.
- calculate and charge indirect costs under the grant using the attached indirect cost rate(s) listed on Exhibit 2, the Indirect Cost Rate Schedule, and the Recipient represents to HUD that each rate listed is included in an indirect cost rate proposal developed in accordance with the applicable appendix to 2 CFR part 200 and, *if required*, was approved by the cognizant agency for indirect costs.
- calculate and charge indirect costs under the grant by applying a de minimis rate as provided by 2 CFR 200.414(f), as may be amended from time to time.

Consistency with the Community Plan. Projects must be consistent with the Community's HUD-approved Coordinated Community Plan (the Plan) to prevent and end youth homelessness. If the Community has developed and obtained HUD approval of the Plan in response to the NOFO, the Recipient represents that the Project funded by this Grant is consistent with the Plan. Operating a Project in a manner that is inconsistent with the HUD-approved Plan constitutes a material breach of this Agreement, for which HUD may declare Recipient in default of the Agreement and seek remedies available pursuant to 24 CFR 578.107. Planning grants are not required to be consistent with the Plan because they are used to develop the Plan.

Pre-award costs for Planning Grants. The Recipient may, at its own risk, incur pre-award costs for planning grants after the date of the HUD selection notice and prior to the effective date of this Agreement, if such costs: a) are consistent with 2 CFR 200.458; b) would be allowable as a post-award cost; and c) have not been paid under any other YHDP grant. The incurrence of pre-award costs in anticipation of an award imposes no obligation on HUD either to make the award, or to increase the amount of the approved budget, if the award is made for less than the amount anticipated and is inadequate to cover the pre-award costs incurred.

Grant and project changes. The Recipient is subject to the requirements at 24 CFR 578.105 governing grant agreement amendments. Any changes not requiring a Grant amendment must be fully documented in the Recipient's or Subrecipients' records.

Program Evaluation. The Recipient agrees to participate in HUD-funded research and evaluation studies of the Youth Homelessness Demonstration Program; to cooperate with the persons performing the studies; and to promptly contribute requested information and data to the studies.

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Notice. HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Application, unless HUD is otherwise advised in writing. Recipient notifications to HUD shall be to youthdemo@hud.gov. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

Recipient integrity and performance matters. Recipient is subject to the terms and conditions in Appendix XII to 2 CFR part 200, which are incorporated into and made a part of this Agreement.

Build America, Buy America Act. The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

Monitoring subrecipients and enforcing compliance. Recipient agrees to monitor subrecipient performance and match and to report to HUD as required by HUD; to enforce subrecipient compliance with the requirements applicable to this Agreement; and to ensure that subrecipients provide information, such as data and reports, as required by HUD.

Waste, Fraud, Abuse, and Whistleblower Protections. Any person who becomes aware of the existence or apparent existence of fraud, waste or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to HUD's Office of Inspector General (OIG). HUD OIG is available to receive allegations of fraud, waste, and abuse related to HUD programs via its hotline number (1-800-347-3735) and its online hotline form. You must comply with 41 U.S.C. § 4712, which includes informing your employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 U.S.C. § 4712, employees of a government contractor, subcontractor, grantee, and subgrantee—as well as a personal services contractor—who make a protected disclosure about a Federal grant or contract cannot be discharged, demoted, or otherwise discriminated against as long as they reasonably believe the information they disclose is evidence of:

1. Gross mismanagement of a Federal contract or grant;
2. Gross waste of Federal funds;
3. Abuse of authority relating to a Federal contract or grant;
4. Substantial and specific danger to public health and safety; or
5. Violations of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

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

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

UNITED STATES OF AMERICA,

Secretary of Housing and Urban Development

BY: _____

(Signature)

Jemine A. Bryon, Deputy Assistant Secretary, Office of Special Needs

(Date/Federal Award Date)

youthdemo@hud.gov

(Contact Information)

RECIPIENT

(Name of Organization)

BY: _____

(Signature of Authorized Official)

(Typed Name and Title of Authorized Official)

(Date)

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**EXHIBIT 1
SCOPE OF WORK
YOUTH HOMELESSNESS DEMONSTRATION PROGRAM**

1. Recipient will carry out the Project within: *(check the applicable category)*

the geographic area of the Continuum of Care that is the Community listed above the title of this Scope of Work.

counties in the State of _____ which comprise the Community.

2. Recipient *may not* use up to 10 percent of the funding awarded under this Grant Agreement in the Community to serve homeless households with children and youth defined as homeless under other Federal statutes who are unstably housed (paragraph 3 of the definition of homeless at 24 CFR 576.2).

3. HUD agrees, subject to the terms of this Agreement, to provide the Grant funds for the Project(s). HUD's total funding obligation for this Grant is \$33,776, allocated between eligible activity categories as follows:

a. Planning costs	\$ <u>33,776</u>
b. Acquisition	\$ _____
c. Rehabilitation	\$ _____
d. New construction	\$ _____
e. Leasing	\$ _____
f. Rental assistance	\$ _____
g. Supportive services	\$ _____
h. Operating costs	\$ _____
i. Homeless Management Information System	\$ _____
j. Administrative costs	\$ _____
k. Relocation costs	\$ _____
l. Housing relocation and stabilization services	\$ _____
m. Other	\$ _____

Recipient is prohibited from shifting more than 10% from one approved eligible activity to another without a written amendment to this Agreement.

4. In connection with awarding this Grant,

no waivers were issued.

HUD, upon finding of good cause, waived applicability of 24 CFR 578.(insert reg #) in a waiver memorandum dated (insert date).

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Recipient provided notice to the Deputy Assistant Secretary for Special Needs on (insert date) that Recipient will implement the following Youth Homeless Demonstration Program activities (insert activity number from section I.C.1.a. of Appendix A of the NOFO) as provided in Appendix A of the FY 2023 Youth Homeless Demonstration Program NOFO.

Recipient received approval from the Deputy Assistant Secretary for Special Needs on (insert date) of the following built-in exceptions to the FY 2023 Youth Homeless Demonstration Program NOFO (insert built-in exception number from section I.C.1.b. of Appendix A of the NOFO).

5. Recipient agrees to carry out the Project as described in the Application.

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**EXHIBIT 2
INDIRECT COST RATE SCHEDULE**

Agency/department/major function	Indirect cost rate	Type of Direct Cost Base
	%	
	%	
	%	

Instructions for the Recipient:

You must mark the one (and only one) checkbox in the *Indirect cost rate* section of the Agreement that best reflects how the Recipient's indirect costs will be calculated and charged under the grant. Do not include indirect cost rate information for subrecipients.

The table above must be completed only if the second checked box in the *Indirect cost rate* section of the Agreement is checked. When listing a rate in the table above, enter both the percentage amount (e.g., 10%) and the type of direct cost base to be used. For example, if the direct cost base used for calculating indirect costs is Modified Total Direct Costs, then enter "MTDC" in the "Type of Direct Cost Base" column.

If using the Simplified Allocation Method for indirect costs, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

If using the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

If the Recipient is a government and more than one agency or department will carry out activities under the grant, enter each agency or department that will carry out activities under the grant, the indirect cost rate(s) for that agency or department, and the type of direct cost base to which each rate will be applied.

To learn more about the indirect cost requirements, see 2 CFR part 200, subpart E; Appendix IV to Part 200 (for nonprofit organizations); and Appendix VII to Part 200 (for state and local governments).