

HHAP Youth Set Aside Application Scores

Application

	Reviewer 1 B	Reviewer 2 M	Reviewer 3 C	Average
LCOE	137	122	151	136.67
AHCL	142	140	119	133.67

Interview

	Reviewer 1	Reviewer 2	Reviewer 3	Average
LCOE	30	27	28	28.33333
AHCL	26	30	26	27.33333

Totals

	Reviewer 1	Reviewer 2	Reviewer 3	Average
LCOE	167	149	179	165
AHCL	168	170	145	161

FY 24/25 LCCoC Local HUD Competition Application Scores

Application	Reviewer 1	Reviewer 2	Reviewer 3	Application Points
LFRC Renewal	59	46	59	54.67
LFRC DV Bonus	58	47	58	54.33
AHCL CoC Bonus	54	54	56	54.67
	Interview 1	Interview 2	Interview 3	Interview Points
LFRC Renewal				
LFRC DV Bonus				
AHCL CoC Bonus	25	23	23	23.67
	Interview Points	Application Points	Total Points	Total Possible Points
LFRC Renewal		54.67		85
LFRC DV Bonus		54.33		85
AHCL CoC Bonus	23.67	54.67	78.34	85

Continuum of Care (CoC) Builds NOFO

Frequently Asked Questions

(8/8/2024)

Questions	Answers
How do I obtain the application package for this NOFO?	The CoCBUILDS application is only available through Grants.gov. You will find the CoCBUILDS NOFO information here, including the Package tab to access the application package: https://www.grants.gov/search-results-detail/355516 . Your application must list the applicable Funding Opportunity Number.
Where can I obtain a copy of the HUD-2991, Certification of Consistency with the Consolidated Plan?	You can obtain the fillable PDF document at https://www.hud.gov/sites/dfiles/CPD/documents/CoC/HUD-2991-Certification-of-Consistency-Consolidated-Plan.pdf . Ensure the document is accurately completed and then signed and dated by your jurisdiction's authorized official.
How is this NOFO different from the CoC Program Competition NOFO?	All activities under the CoCBUILDS NOFO are eligible activities under the CoC Program statute and regulations. This NOFO provides targeted funding to CoCs to add new Permanent Supportive Housing units in its geographic area through new construction, rehabilitation, or acquisition to provide housing and services to individuals and families experiencing homelessness where at least one member of the household has a disability.
Who completes and submits the application?	<ul style="list-style-type: none">• The application should be completed by the organization that is requesting the funds.• Completed applications must be forwarded to your CoC's designated Collaborative Applicant for review.• The Continuum of Care's designated Collaborative Applicant will submit the application via Grants.gov.
The CoCBUILDS NOFO allows our CoC to add geographic area(s) for Tribal reservations and trust lands. If we add the additional geographic area(s) for the CoCBUILDS NOFO, will we also be able to include the geographic area(s) for the FY 2024 CoC Program Competition?	No, the availability to add geographic areas specifically for Tribal reservations and trust land is temporary and only applicable for the CoCBUILDS NOFO. To apply for a project on a Tribal Reservation or trust land not currently included in the CoC's geographic area, the Collaborative Applicant must add the formula area to the CoC's geographic area by sending an email to HUD at CoCBUILDS@hud.gov with the following information: <ol style="list-style-type: none">a. The name of the CoC;b. The name of the tribe(s) assigned to the formula area(s) the Collaborative Applicant is seeking to add; and

	<p>c. If the Collaborative Applicant is adding the formula area on behalf of a CoC that is not an Indian Tribe or TDHE directly selecting their own formula area, a tribal resolution from the applicable Indian Tribe authorizing the CoC to select the trust land or reservation or a letter from an official or principal of the Indian Tribe or TDHE who is authorized to act on behalf of the Indian Tribe or TDHE. Indian Tribes and TDHEs are not required to include a tribal resolution to select their own trust land or reservation.</p> <p>This message must be submitted to HUD by September 15, 2024. The formula area must be either contiguous to the CoC's existing geographic area or the formula area must overlap with the CoC's existing geographic area.</p>
<p>How many applications can be submitted by a CoC?</p>	<p>If there are no Tribes or Tribally Designated Housing Entities (TDHEs), only one application can be submitted per CoC.</p> <p>If there are Tribes or TDHEs in the CoC and the proposed new Permanent Supportive Housing (PSH) units will be located on a Tribal reservation or trust land, the CoC can submit two applications:</p> <ul style="list-style-type: none"> • One application where new PSH units will be located within the CoC's geographic area; and • One application where new PSH units will be located on a Tribal reservation or trust land.
<p>How many projects does HUD anticipate awarding?</p>	<p>We anticipate awarding 25 projects under this NOFO.</p>
<p>Do we need to specify the supportive services or operating cost categories we intend to provide? It is not clear on the budget form where this information should be entered.</p>	<p>On the budget workbook, please enter any CoC Program eligible supportive services or operating cost as specified in the CoC Program regulations, under the 'Other Direct Costs' section of the budget workbook.</p> <ul style="list-style-type: none"> • 24 CFR 578.53 – Operating Costs • 24 CFR 578.55 – Supportive Services
<p>If we request funds other than capital costs, can we use those funds in another CoC Program project?</p>	<p>No, all funds requested must be used in the project you are proposing. For example, if you request supportive services for your capital cost project (new construction, rehabilitation, or acquisition) you can only provide supportive services to eligible program participants who will reside in the unit once it is completed.</p>
<p>What is the match requirement?</p>	<p>The CoCBUILDS NOFO has a 25 percent match requirement that can be cash or in-kind, or a combination of both. See 24 CFR 578.73 for additional information regarding the match.</p>
<p>How do we submit responses the rating factors in Section V.A.1 of the NOFO?</p>	<p>Record your responses to each rating factor in a Word document that must be double spaced 12-point (minimum) Times New Roman font on letter sized paper (8 1/2 x 11 inches)</p>

	<p>with at least 1-inch margins on all sides. Use the rating factor title to indicate the rating factor you are addressing; e.g., V.A.1.a Development Experience and Leveraging.</p> <p>We recommend that the Word document is converted to PDF before the CoC's Collaborative Applicant submits the application to grants.gov.</p>
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CoCBUILDS NOFO Application Responsibilities

Project Applicant vs Collaborative Applicant

The below chart outlines the responsibilities of the project applicant and the CoC's Collaborative Applicant for completing and submitting the selected application in response to the CoCBUILDS NOFO. Only one application may be submitted unless a Tribe or Tribally Designated Housing Entity is also applying, then the CoC can submit two applications, one non-Tribe or Tribally Designated Housing Entity and one Tribe or Tribally Designated Housing Entity where all new units of permanent supportive housing will be located on Tribal reservation or trust land.

Project Applicant	CoC Collaborative Applicant
DO NOT complete your application or attempt to submit to the CoC via grants.gov. Unlike <i>e-snaps</i> if you submit via grants.gov, the application and forms will be submitted to HUD, not to the CoC.	Set local submission deadline for application and form submission that includes how applications are to be submitted and will be reviewed using a fair and open process. Communicate this information via CoC's website.
Respond to the Rating Factors (Section V.A.1 of the NOFO) via Word Document using each rating factor as the heading for the responses.	Registers with grants.gov if you do not already have an account
Ensure you have a Unique Entity Identifier (UEI) and active registration with SAM.gov	Ensure you have a Unique Entity Identifier (UEI) and active registration with SAM.gov
Ensure all subrecipients included in your application also have a UEI and active SAM.gov registration.	Confirm your organization's Code of Conduct is listed on HUD's Code of Conduct for Grant Program's website.
Confirm your organization's Code of Conduct is listed on HUD's Code of Conduct for Grant Program's website.	Assist applicant with contact information for local jurisdiction to obtain signature for HUD-2991, Certification of Consistency with the Consolidated Plan.
Complete and sign the required forms: <ul style="list-style-type: none"> • Application for Federal Assistance (SF-424) • HUD Applicant-Recipient Disclosure Report 	Reviews submitted applications to determine which one will be submitted to grants.gov.

CoCBUILDS NOFO Application Responsibilities

Project Applicant vs Collaborative Applicant

<ul style="list-style-type: none"> • Applicant and Recipient Assurances and Certifications (HUD-424B) • Disclosure of Lobbying Activities (SF-LLL) • Assurances for Construction Programs (SF-424D) • Assurances for Non-Construction Programs (SF-424B) • Certification of Consistency with the Consolidated Plan (HUD-2991) – signed by local jurisdiction, not the applicant • Grant Application Detailed Budget Worksheet (HUD-424-CBW) • Code of Conduct (if not listed on HUD’s website) 	
<p>Submit your completed application with forms to your CoC's Collaborative Applicant by your CoC's locally designated due date and time.</p>	<p>Include a letter signed by the CoC Board President or Committee stating the CoC supports the submission of the selected application. The letter must include the:</p> <ul style="list-style-type: none"> • CoC Number and Name; • Name of the applicant organization; • Name of the project; and • Amount of funds that are requested. <p>If you are also submitting a second application from a Tribe or Tribally Designated Housing Entity, include two letters where the second letter includes the information for the Tribe or Tribally Designated Housing Entity.</p>
<p>DO NOT submit via grants.gov. The CoC’s Collaborative Applicant must submit the application.</p>	<p>When ready to submit, ensure all of the following are included and appropriately signed and dated:</p> <ul style="list-style-type: none"> • PDF version of the applicant’s response to Rating Factors (Section V.A.1 of the NOFO)

CoCBUILDS NOFO Application Responsibilities

Project Applicant vs Collaborative Applicant

	<ul style="list-style-type: none"> • Application for Federal Assistance (SF-424) • HUD Applicant-Recipient Disclosure Report • Applicant and Recipient Assurances and Certifications (HUD-424B) • Disclosure of Lobbying Activities (SF-LLL) • Assurances for Construction Programs (SF-424D) • Assurances for Non-Construction Programs (SF-424B) • Certification of Consistency with the Consolidated Plan (HUD-2991) • Grant Application Detailed Budget Worksheet (HUD-424-CBW) • Code of Conduct (if the applicant's organization not listed on HUD's website)
<p>If your application is selected for conditional award, HUD will work with you to complete the post-award steps leading up to grant agreement execution.</p>	<p>Submit the application to grants.gov on or before November 21, 2024, by 11:59:59 PM EDT</p>
<p>HUD will execute the grant agreement with you. If a subrecipient(s) is included, you will execute a subrecipient agreement with them outlining their responsibilities and the amount of the awarded funds they will use.</p>	<p>One application per CoC unless a second application is submitted by a Tribe or Tribally Designated Housing Entity, then two applications are permissible.</p>
<p>You and your subrecipient(s), if included, will be responsible for administering the project and incurring eligible costs.</p>	<p>Your responsibility ends with the application(s) submission to HUD.</p>
<p>You will draw funds for eligible costs from LOCCS.</p>	
<p>You will submit the Annual Performance Report in Sage.</p>	

Continuum of Care (CoC) Builds NOFO Final Pro Rata Need (FPRN) Report

As stated in Section II.A of the CoCBUILDS NOFO, funding of approximately \$175,000,000 is available. Additional funds may become available for award under this NOFO consistent with VI.A.2.e., Adjustments to Funding. Use of these funds is subject to statutory constraints. All awards are subject to the funding restrictions contained in this NOFO.

Of this \$175,000,000, not less than \$65 million (\$30 million of FY 2023 funds and \$35 million of FY 2024 funds) is available only for CoCs that are located in states with populations of fewer than 2.5 million people. However, if HUD does not receive this amount in application requests any remaining amount may be awarded to qualified applicants for projects in any state. All application requirements are included in the NOFO.

The following FPRN Report includes each CoC's Preliminary Pro Rata Need (PPRN) amount and Estimated Annual Renewal Demand (ARD) as recorded on the FY 2024 CoC Program Grant Inventory Worksheets (GIW).

CoCs identified within states that have a population of fewer than 2.5 million people are identified with an asterisk (*).

CoC Number and Name	PPRN	Estimated ARD	FPRN
AK-500 - Anchorage CoC*	\$2,285,174	\$4,198,847	\$4,198,847
AK-501 - Alaska Balance of State CoC*	\$787,781	\$1,926,459	\$1,926,459
AL-500 - Birmingham/Jefferson, St. Clair, Shelby Counties CoC	\$10,512,736	\$10,043,875	\$10,512,736
AL-501 - Mobile City & County/Baldwin County CoC	\$5,414,310	\$4,493,861	\$5,414,310
AL-502 - Florence/Northwest Alabama CoC	\$975,779	\$398,359	\$975,779
AL-503 - Huntsville/North Alabama CoC	\$1,679,560	\$740,237	\$1,679,560
AL-504 - Montgomery City & County CoC	\$2,701,256	\$1,080,275	\$2,701,256
AL-505 - Gadsden/Northeast Alabama CoC	\$1,590,025	\$0	\$1,590,025
AL-506 - Tuscaloosa City & County CoC	\$711,666	\$196,764	\$711,666
AL-507 - Alabama Balance of State CoC	\$5,321,307	\$1,486,703	\$5,321,307
AL-508 - Dothan/Coffee, Dale, Geneva, Henry, Houston County CoC	\$919,320	\$0	\$919,320
AR-500 - Little Rock/Central Arkansas CoC	\$3,048,987	\$2,726,076	\$3,048,987
AR-501 - Fayetteville/Northwest Arkansas CoC	\$2,010,855	\$436,052	\$2,010,855
AR-503 - Arkansas Balance of State CoC	\$5,210,075	\$465,617	\$5,210,075
AR-505 - Southeast Arkansas CoC	\$1,357,149	\$218,680	\$1,357,149
AR-508 - Fort Smith CoC	\$1,071,018	\$0	\$1,071,018
AS-500 - American Samoa CoC*	\$824,643	\$0	\$824,643
AZ-500 - Arizona Balance of State CoC	\$6,456,360	\$5,494,489	\$6,456,360
AZ-501 - Tucson/Pima County CoC	\$9,297,135	\$12,680,244	\$12,680,244

AZ-502 - Phoenix, Mesa/Maricopa County CoC	\$33,715,218	\$45,042,337	\$45,042,337
CA-500 - San Jose/Santa Clara City & County CoC	\$13,359,120	\$38,749,720	\$38,749,720
CA-501 - San Francisco CoC	\$23,030,878	\$52,294,910	\$52,294,910
CA-502 - Oakland, Berkeley/Alameda County CoC	\$18,985,729	\$49,966,942	\$49,966,942
CA-503 - Sacramento City & County CoC	\$13,775,491	\$34,292,898	\$34,292,898
CA-504 - Santa Rosa, Petaluma/Sonoma County CoC	\$2,736,525	\$4,384,714	\$4,384,714
CA-505 - Contra Costa County CoC	\$6,919,280	\$18,458,788	\$18,458,788
CA-506 - Salinas/Monterey, San Benito Counties CoC	\$3,650,461	\$6,999,873	\$6,999,873
CA-507 - Marin County CoC	\$695,257	\$5,121,034	\$5,121,034
CA-508 - Watsonville/Santa Cruz City & County CoC	\$1,250,461	\$5,743,136	\$5,743,136
CA-509 - Mendocino County CoC	\$596,553	\$1,921,615	\$1,921,615
CA-510 - Turlock, Modesto/Stanislaus County CoC	\$5,267,690	\$4,139,218	\$5,267,690
CA-511 - Stockton/San Joaquin County CoC	\$7,856,804	\$7,151,120	\$7,856,804
CA-512 - Daly City/San Mateo County CoC	\$4,138,382	\$13,881,451	\$13,881,451
CA-513 - Visalia/Kings, Tulare Counties CoC	\$3,335,884	\$2,867,192	\$3,335,884
CA-514 - Fresno City & County/Madera County CoC	\$13,602,107	\$12,170,720	\$13,602,107
CA-515 - Roseville, Rocklin/Placer County CoC	\$915,771	\$1,508,758	\$1,508,758
CA-516 - Redding/Shasta, Siskiyou, Lassen, Plumas, Del Norte, Modoc, Sierra Counties CoC	\$1,550,641	\$398,003	\$1,550,641
CA-517 - Napa City & County CoC	\$542,267	\$982,999	\$982,999
CA-518 - Vallejo/Solano County CoC	\$1,430,059	\$1,853,692	\$1,853,692
CA-519 - Chico, Paradise/Butte County CoC	\$921,364	\$629,650	\$921,364
CA-520 - Merced City & County CoC	\$1,498,957	\$759,744	\$1,498,957
CA-521 - Davis, Woodland/Yolo County CoC	\$952,289	\$569,611	\$952,289
CA-522 - Humboldt County CoC	\$1,098,914	\$1,127,289	\$1,127,289
CA-523 - Colusa, Glenn, Trinity Counties CoC	\$363,192	\$0	\$363,192
CA-524 - Yuba City & County/Sutter County CoC	\$766,352	\$0	\$766,352
CA-525 - El Dorado County CoC	\$589,588	\$213,365	\$589,588
CA-526 - Amador, Calaveras, Mariposa, Tuolumne Counties CoC	\$693,333	\$447,392	\$693,333
CA-527 - Tehama County CoC	\$326,369	\$57,236	\$326,369
CA-529 - Lake County CoC	\$318,698	\$95,792	\$318,698
CA-530 - Alpine, Inyo, Mono Counties CoC	\$189,400	\$0	\$189,400
CA-531 - Nevada County CoC	\$439,648	\$196,893	\$439,648
CA-600 - Los Angeles City & County CoC	\$102,357,817	\$187,400,646	\$187,400,646
CA-601 - San Diego City and County CoC	\$27,401,155	\$35,566,178	\$35,566,178
CA-602 - Santa Ana, Anaheim/Orange County CoC	\$24,155,943	\$32,801,133	\$32,801,133
CA-603 - Santa Maria/Santa Barbara County CoC	\$2,816,851	\$4,942,192	\$4,942,192
CA-604 - Bakersfield/Kern County CoC	\$10,513,531	\$6,870,697	\$10,513,531
CA-606 - Long Beach CoC	\$6,159,139	\$9,492,693	\$9,492,693
CA-607 - Pasadena CoC	\$2,597,171	\$5,071,161	\$5,071,161

CONCLUSION TO FOUR YEAR GRAND JURY INVESTIGATION OF ELIJAH HOUSE

SUMMARY

In the two years Elijah House ran the homeless shelter the record keeping was inadequate. In 2023 an internal audit was conducted by the county. Over \$200,000.00 in expenses are undocumented. A Memorandum of Understanding (MOU) between Lake County Behavioral Health (LCBH) and Continuum of Care (CoC) defined the roles and responsibilities of both parties and was approved by the Lake County Board of Supervisors on February 27, 2024.

METHODOLOGY

The Grand Jury interviewed senior County personnel and toured the shelter (now operated by Redwood Community Services). The Grand Jury also reviewed the contracts between the County and Elijah House, and the Memorandum of Understanding referred to above. The Grand Jury also received an audit conducted by Lake County staff.

BACKGROUND

Pertinent parts of the “MEMORANDUM OF UNDERSTANDING between LAKE COUNTY BEHAVIORAL HEALTH SERVICES and LAKE COUNTY CONTINUUM OF

CARE, Responsibilities for COLLABORATIVE APPLICANT AND LEAD AGENCY SERVICES” are set forth below.

“This MEMORANDUM OF UNDERSTANDING (MOU) is entered into this ___ day of _____ 2024, by and between the Lake County Behavioral Health Services, herein referred to as “LCBHS” and Lake County Continuum of Care, herein after referred to as “CoC”, hereinafter jointly referred to as the “Parties”. The purpose of this document is to set forth the types and terms of collaborative services between LCBHS, and CoC.

“WITNESSETH:

“WHEREAS, the CoC designated the LCBHS as the Collaborative Applicant and Lead Agency for the CoC by vote on September 18, 2019, and

“WHEREAS, the CoC reestablished the LCBHS as the Collaborative Applicant and Lead Agency for the CoC by vote on September 19, 2022, and

“NOW, THEREFORE, in consideration for their mutual covenants and conditions, the Parties hereto agree:

1. “PURPOSE:
2. “The purpose of this MOU is to confirm agreements between the CoC and LCBHS related to the roles of Collaborative Applicant and Lead Agency and the CoC.

“This MOU reestablishes the LCBHS as the Collaborative Applicant and Lead Agency for the CoC, defines general understandings, and defines the roles and specific responsibilities of each Party relating to the positions of Collaborative Applicant and Lead Agency.

“Collaborative Applicant is defined to mean an eligible applicant (a private nonprofit organization, State, local government, or instrumentality of State and local government) that has been designated by the CoC to apply for grant funding on behalf of the CoC.

“2. TERM:

The term of this MOU is _____ 2024, through December 31, 2025.

“.....

“7. RECORDS:

“All parties subject to this MOU shall maintain a record of services provided in sufficient detail to permit evaluation of the MOU. All such records shall be made available during normal business hours to authorized representatives of County, State and Federal governments during the term of this MOU and during the period of record retention for the purpose of program review and/or fiscal audit.

“....

“COMPLIANCE WITH LAWS/POLICIES:

“The Parties shall comply with all applicable laws, rules and regulations related to the U.S. Department of Housing and Urban Development (HUD), CoC, and Emergency Solutions Grant (ESG) regulations. As well as compliance with State and other funding regulations, standard, and guidelines.

“... ”

“ATTACHMENT 1”

“Unless indicated otherwise herein, LCBHS shall furnish all labor, materials, transportation, supervision, and management and pay all taxes required to complete the project described below:

“1. CoC Responsibilities:

- a) Designate a Collaborative Applicant and Lead Agency.
- b) Designate responsibilities to a Collaborative Applicant and Lead Agency.
- c) Review the CoC Governance Charter annually in consultation with the Collaborative Applicant.
- d) Fulfill the responsibilities as contained in the By-Laws for the General Membership, Executive Committee, providing oversight of how funding has been utilized.

“2. LCBHS Responsibilities:

A. As Collaborative Applicant, the LCBHS shall:

- a) Serve as the applicant for project sponsors who jointly submit a single application on behalf of the CoC, receive grants directly from the source, distribute grants to awarded project sponsors, and provide training to grant recipients as needed.
- b) Design a collaborative process for the development of applications for grant funding and for evaluating outcomes of projects for which funds are awarded, which includes:
 - Ensuring compliance with grant program requirements;
 - Ensuring compliance with grant selection criteria; and

- Establishing priorities for funding projects in the geographic area involved.

c) Ensure that all funds disbursed are properly accounted for, appropriate services conducted, and records maintained in accordance with Generally Accepted Accounting Principles.

“... ”

g) Review HUD rules, regulations, and guidance and suggest updates to the Governance Charter.

“... ”

i) Submit the annual CoC Planning Funds application to HUD.

B. As Lead Agency, the LCBHS shall:

“... ”

d) Create contract agreements for the CoC awardees and LCBHS, representing as the Lead Agency.

“... ”

“g) Monitor provider agencies’ programmatic and financial management to ensure compliance with HUD, CoC, ESG, State, and other regulations, standards, and guidelines.

“... ”

“h) ... This includes developing strategic goals to end homelessness, collecting, and disseminating data to measure performance toward those goals, and continuously evaluating and improving performance.”

The responsibilities for CoC and its collaborative applicant are further set forth in <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D> , as follows:

” Section 200.302 Financial management:

“Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state’s own funds. In addition, the state’s and the other non-Federal entity’s financial management systems, including records documenting compliance with Federal statutes, regulations, and the terms and conditions of the Federal award, must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions; and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the Federal statutes, regulations, and the terms and conditions of the Federal award.

“...

“(b)(3) “Records that identify adequately the source and application of funds for federally funded activities. These records must contain information pertaining to Federal awards, authorizations, financial obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.

“Effective control over, and accountability for, all funds, property, and other assets. The non-Federal entity must adequately safeguard all assets and assure that they are used solely for authorized purposes. See Section 200.303...”

“...

“(5) “Comparison of expenditures with budget amounts for each Federal award.”

24 Code of Federal Regulations (CFR) 578.103 in part sets forth record keeping requirements as follows:

“(a)(1) “Continuum of Care records: Each collaborative applicant must keep the following documentation related to establishing and operating a Continuum of Care:

“....

“(10) Services provided: The recipient or subrecipient must document types of supportive services provided under the recipient’s program and the amount spent on those services. The recipient or subrecipient must keep record that these records are reviewed at least annually, and that the service package offered to program participants was adjusted as necessary.

“...

“(17) Subrecipients and contractors:

(R) The recipient must retain copies of all solicitations of and agreements with subrecipients, records of all payment requests by and dates of payments made to subrecipients, and documentation of all monitoring and sanctions of subrecipients, as applicable.

“...

“(d)...

(1) Public rights: The recipient must provide citizens, public agencies, and other interested parties with reasonable access to records regarding any uses of Continuum of Care funds the recipient received during the preceding 5 years, consistent with State and local laws regarding

privacy and obligations of confidentiality and confidentiality requirements in this part.”

(All responsibilities assigned to collaborative applicant must be documented in the CoC’s governance charter.

https://www.hud.gov/sites/dfiles/State/documents/Collaborative_Applicant_Responsibilities_and_Best_Practices_Presentation.pdf)

DISCUSSION

During the period of contract with Elijah House, inadequate records were kept during Elijah House’s contract. The first contract with Elijah House was for the period July 30, 2020 to September 30, 2020. Elijah House was paid \$234,550 for this 62-day period. However, Elijah House’s Proposal to Operate COVID-19 Emergency Housing Hub, incorporated into the contract as estimated costs to be \$238,550 for 15 weeks (105-day period). These estimated costs were primarily composed of personnel costs to staff the facility. Since the contractual period was substantially shorter than assumed in the proposal, it is not clear why the County provided funding approximately equal to the amount Elijah House proposed.

On or about December 8, 2020, the County amended the contract to increase compensation to Elijah House by \$142,284.73. The amendment did not change the term of the contract or the services to be provided. The only description in the amendment for the increased compensation is “...the parties now wish to amend that agreement to allow for additional compensation to the contractor....” It is not clear why the County provided funding in excess of the amount Elijah House proposed.

The original contract with Elijah House was set to expire September 30, 2020. The County desired to extend the Elijah House’s operation of the shelter to April 1, 2021. The

extension was offered to Elijah House in a letter dated November 3, 2020. However, no contract amendment was entered. The Board of Supervisors approved the additional amount of \$142,284.73 on December 8, 2020.

The County desired to further extend the Elijah House's operation of the shelter to July 30, 2022. The County, as Lead Agency for the Lake County Continuum of Care, entered into a new contract with Elijah House. The contract called for Elijah House to operate an emergency shelter and no longer operate a COVID-19 temporary emergency shelter. Compensation for the 16-month contract term was not to exceed \$450,000. The contract did not mention that the County would provide the former Juvenile Hall facility and therefore there is no evidence who was responsible for repairs and maintenance of the facility. Although this contract was effective April 1, 2021, it was not signed until July 2021, and approved by the Board of Supervisors on July 20, 2021.

The Board of Supervisors approved the contract with Elijah House for the term of December 1, 2020 through November 30, 2022.

The County conducted an audit of Elijah House records, receipts and bank statements and issued its report on December 1, 2023. It states that "The Audit has been extremely difficult..." and lists eight specific items that caused the audit difficulties. The report also states that Elijah House personnel were "...able to provide documentation for some of the charges, however, were not able to provide all requested documentation." The audit report shows that 638 expense transactions totaling \$1,268,590.00 were reviewed. For each transaction, the audit report tells whether documentation was provided or not, and whether the transaction appears to be eligible for reimbursement by the County. For 94 transactions totaling \$215,164.00 no documentation to support the expenses was provided. The audit report showed that of the total \$1,268,590.00

expenses, \$1,245,322.00 was considered eligible. Since \$1,243,569.00 had previously been paid by the County to Elijah House, the audit report concluded that "...there are enough reasonable expenses to justify the amount that was charged for the operations, utilities, salary and TAY charges". The audit report recommended that Elijah House should repay \$3,983.55 for unallowable expenses relating to Rapid Rehousing (a program for homeless individuals).

The Grand Jury questioned the reasonableness of the 94 transactions totaling \$215,164.00 where no documentation was provided to support the expenses. Among other items the expenses included personnel costs, PG&E rates, etc., and thus were deemed reasonable.

The County's contract with Elijah House states that "[c]ontractor shall keep financial records for funds received hereunder, separate from any other funds and administered by contractor, and maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's Cost Principles," "[c]ontractor shall maintain books, records, documents and other evidence that demonstrates the funding was used for the appropriate purposes laid out in the Scope of Services," and further states "[c]ontractor shall reimburse County for all audit exceptions within 30 days of written demands...."

Members of Lake County Administration advised members of the Grand Jury that reimbursement of those improperly documented payments is not being pursued from a former vendor because it would be challenging, and that any amounts returned to the County from Elijah House would in turn need to be returned to the State of California, the granting agency.

FINDINGS

F-1 The internal audit was incomplete, because the County was provided incomplete documentation of how the money was spent.

- F-2 Oversight obligations set forth in the contract between Lake County and Elijah House, and required by statute, were not met by the LCBH or CoC, and resulted in approximately \$200,000.00 in undocumented expenses.
- F-3 The County now has entered a formal MEMORANDUM OF UNDERSTANDING with Continuum of Care relating to the operation of a homeless shelter for the people of Lake County.

RECOMMENDATIONS

- R-1 That the County of Lake Board of Supervisors review annually the financial records of the current holder of the contract as they relate to provision of homeless shelter services in Lake County. (F-1) (F-2)
- R-2 That the County of Lake Board of Supervisors pursue reimbursement from Elijah House for undocumented expenses more than \$200,000. (F-2)

RESPONSE

As per the California Penal Code, Section 933.05(a), (b), (c), the following responses are required:

Lake County Board of Supervisors	R-1, R-2	60 days
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BIBLIOGRAPHY

<https://www.govinfo.gov/content/pkg/CFR-2017-title24-vol3/xml/CFR-2017-title24-vol3-part578.xml#seqnum578.3>

https://www.hud.gov/program_offices/comm_planning/CoC/regulations

<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-11/part-200/subpart-D>

https://www.hud.gov/sites/dfiles/State/documents/Collaborative_Applicant_Responsibilities_and_Best_Practices_Presentation.pdf



LAKE COUNTY CONTINUUM OF CARE
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RESPONSE TO

THE LAKE COUNTY CIVIL GRAND JURY FINAL REPORT 2023-2024 (June 30, 2024)
CONCLUSION TO FOUR YEAR GRAND JURY INVESTIGATION OF ELIJAH HOUSE

This response is from the Lake County Continuum of Care and its administrative entity, Lake County Behavioral Health Services. While it is acknowledged the valiant effort provided by the Civil Grand Jury, there are some conclusions that we would like to clarify more.

Findings:

Finding #1: The internal audit was incomplete, because the County was provided incomplete documentation of how the money was spent.

Reply to F-1: Enough documentation was received from Elijah House that the County believes that all expenses were eligible except for \$23,268.15 which were deemed unallowable expenses.

Finding #2: Oversight obligations set forth in the contract between Lake County and Elijah House, and required by statute, were not met by the LCBH or CoC, and resulted in approximately \$200,000.00 in undocumented expenses.

Reply to F-2: When Elijah House ran the shelter, the CoC was just becoming more functional and had not fully implemented performance evaluation measures. Since then, the Performance Review committee has strengthened their review process for oversight.

County oversight was given to each invoice received to ensure expenses were eligible, but like the CoC, review practices for such contracts were just beginning for invoice review. Copies of documentation are now required. According to the audit completed by the County Administrative Office, the \$200,000 referred to was where no documentation was provided. However they were eligible expenses. The audit did find \$23,268.15 that were unallowable expenses.

Finding #3: The County now has entered a formal MEMORANDUM OF UNDERSTANDING with Continuum of Care relating to the operation of a homeless shelter for the people of Lake County.

Reply to F-3: This is correct. On July 23, 2024, Memorandum of Understanding Between the County of Lake and the Lake County Continuum of Care to alleviate and prevent homelessness in Lake County. The MOU lays out a strategic approach to address

LCCoC Vision Statement: The Lake County Continuum of Care is a coordinating group that aligns resources to facilitate solutions to end homelessness in our community.

homelessness within the county - emphasizing collaborative efforts among the County and the CoC, which includes the operation of homeless shelters.

Responses:

Response #1: That the County of Lake Board of Supervisors review annually the financial records of the current holder of the contract as they relate to provision of homeless shelter services in Lake County. (F-1) (F-2)

Reply to R-1: The Lake County Continuum of Care has set a goal to present annually to the Lake County Board of Supervisors the status of homelessness in Lake County, services being offered to address it, and an accounting of funding utilized.

Response #2: That the County of Lake Board of Supervisors pursue reimbursement from Elijah House for undocumented expenses more than \$200,000. (F-2)

Reply to R-2: Disagree. The amount paid out from the various funding sources through Behavioral Health totaled \$1,243,568.73. The backup for expenditures provided by Elijah House exceeded the amount that was paid by the County. Since the amount paid by the county has eligible expenditures to back up the amounts, there is no reason for the County to peruse payment from Elijah House. However, Elijah House has been invoiced for the \$23,268.15 in unallowable expenses

LCCoC Vision Statement: The Lake County Continuum of Care is a coordinating group that aligns resources to facilitate solutions to end homelessness in our community.