

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

<input checked="" type="checkbox"/> CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 24 PAGES	AGREEMENT NUMBER 21-HHAP-00095	AMENDMENT NUMBER 1	Purchasing Authority Number
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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

Tehama County

2. The term of this Agreement is:

START DATE

8/26/2021

THROUGH END DATE

06/30/2027

3. The maximum amount of this Agreement after this Amendment is:

\$143,682.00 (One Hundred Forty Three Thousand Six Hundred Eighty Two Dollars and No Cents)

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

A. This amendment is to extend the term of the contract by one (1) year and update the Contracting Agency Name from Business, Consumer Services and Housing Agency to Department of Housing and Community Development. Throughout the Agreement "Agency" has been replaced with "Department".

B. The STD 213A, Item 2, The term of this Agreement has been changed from Upon BCSH Approval through 06/30/2026 to 8/26/2021 through 06/30/2027.

C. Exhibit A, Scope of Work, is hereby replaced in entirety as part of this amendment, attached hereto and made a part hereof. Exhibit A, title has been revised to Exhibit A, Authority, Purpose and Scope of Work Rev. 01/2026. Section 3, added additional definitions. Section 5, Department's Contract Coordinator has been revised with new coordinator information. Section 6, Effective Date, Term of Agreement, and Deadlines has been revised with new obligation and expenditure deadlines and language and a new agreement termination deadline and language.

D. Exhibit B, Budget Detail and Disbursement Provisions is hereby replaced in its entirety as part of this amendment and made a part hereof with a new Exhibit B, Budget Detail and Disbursement Provisions, Rev. 01/2026 attached hereto and made part of here of. Payee information and amount of award added as section 1, all remaining sections renumbered. Section 3.A has added authorized signatories form.

E. Exhibit C, General Terms and Conditions is hereby replaced in its entirety as part of this amendment and made a part hereof. Exhibit C, title has been revised to HHAP General Terms and Conditions and Section 4 has been revised.

F. Exhibit D, Special Terms and Conditions is hereby replaced in its entirety as part of this amendment and made a part hereof. Section 9 and 10 have been added.

G. Exhibit E, State of California General Terms and Conditions (04/2017) is hereby replaced in its entirety as part of this amendment and made a part hereof by reference with State of California General Terms and Conditions (02/2025).

All other terms and conditions shall remain the same.

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.)

Tehama County

CONTRACTOR BUSINESS ADDRESS

818 Main Street

CITY, STATE, and ZIP

Red Bluff CA 96080

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

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	21-HHAP-00095	1	

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME			
Department of Housing and Community Development			
CONTRACTING AGENCY ADDRESS		CITY	STATE ZIP
651 Bannon Street, Suite 400		Sacramento	CA 95811
PRINTED NAME OF PERSON SIGNING		TITLE	
		Contract Services Section Manager	
CONTRACTING AGENCY AUTHORIZED SIGNATURE		DATE SIGNED	
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL		EXEMPTION (If Applicable)	
		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 2 (“HHAP 2” or “Program”) funds.

- A. 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.)
- 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 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 HCD grant funding and support local jurisdictions in their unified regional responses to reduce and end homelessness.
- C. This Standard Agreement 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 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

EXHIBIT A

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) – (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 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.

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- G. “County” includes but is not limited to, a city and county.
- H. “Department” means the Department of Housing and Community Development (HCD).
- I. “Emergency shelter” has the same meaning as defined in subdivision (e) of Section 50801.
- J. “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.
- K. “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.
- L. “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.
- M. “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.
- N. “Housing First” has the same meaning as in Section 8255 of the Welfare and Institutions Code, including all of the core components listed therein.
- O. “Jurisdiction” means a city, city that is also a county, county, continuum of care, or tribe, as defined in this section.

EXHIBIT A

- P. “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.
- Q. “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.
- R. “Program allocation” means the portion of program funds available to expand or develop local capacity to address immediate homelessness challenges.
- S. “Recipient” means a jurisdiction that receives funds from the department for the purposes of the program.

Additional definitions for the purposes of the HHAP 2 program:

- T. “Administrative Entity” means the entity that will enter into contract with HCD to receive HHAP funds directly for its own allocation (and the allocation(s) of the other Applicants in the region when designated). The Administrative Entity is responsible for HHAP 2 funds and meeting the terms and conditions of the Agreement. Broadly speaking, this means administering funds, contracting (when necessary) with subrecipients and reporting on HHAP 2 dollars and activities to HCD.
- U. “Cal ICH” is synonymous with “Council”
- V. “Grantee” is a Continuum of Care or a Jurisdiction that receives grant funds from HCD for the purposes of the program. Grantee is synonymous with “Recipient”.
- W. “Subrecipients” or “Subgrantees” are entities that receive subawards from “Recipients” or “Grantees” to carry out part of the Program.
- X. “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.

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- Y. “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.

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), any other applicable laws, and as committed to in the Grantee’s latest approved HHAP 2 funding plan. 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.
- 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:

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- 1) The number of available shelter beds in the city, county, or region served by a Continuum of Care.
- 2) The number of people experiencing unsheltered homelessness in the homeless point-in-time count.
- 3) Shelter vacancy rate in the summer and winter months.
- 4) Percentage of exits from emergency shelters to permanent housing solutions.
- 5) A plan to connect residents to permanent housing.

5. Contract Coordinator

The Department’s Contract Coordinator for this Agreement is HCD’s Policy and Program Support 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.

The Representatives during the term of this Agreement will be:

	PROGRAM	GRANTEE
ENTITY:	California Department of Housing & Community Development	Tehama County
SECTION/UNIT:	Policy and Program Support	
ADDRESS:	651 Bannon St SW, Suite 400 Sacramento, CA, 95811	818 Main Street Red Bluff, CA 96080
CONTRACT MANAGER	Nichole Zaragoza-Smith	Michelle Schmidt
PHONE NUMBER:	(916) 820-1804	(530) 528-3216
EMAIL ADDRESS:	HPDHomelessnessGrants@hcd.ca.gov; Nichole.Zaragoza-Smith@hcd.ca.gov	Michelle.Schmidt@tchsa.net

All requests to update the Grantee information listed within this Agreement shall be emailed to the HPD Homelessness Grants general email box at

EXHIBIT A

HPDHomelessnessGrants@hcd.ca.gov. The Department 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 two, Standard Agreement, STD 213), when signed by all parties.
- B. Contractual Obligation:
- 1) Grantees that are counties must contractually obligate **100 percent** of their full program allocations on or before **May 31, 2023**.
 - 2) 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**.
 - 3) 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.
 - 4) 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 HCD an alternative disbursement plan as required under (Health & Safety Code, § 50220.5, subdivision (k)(2)).
- C. Full Expenditure of HHAP 2 Grant Funds
- 1) All HHAP 2 grant funds (**100 percent**) must be expended by **June 30, 2026**.
 - 2) Any funds not expended by the deadline of June 30, 2026 shall be returned in a form and manner to be determined by HCD.
 - 3) This Agreement shall terminate on **June 30, 2027**.
 - 4) The Department may request additional information from applicants, as needed, to meet other applicable reporting or audit requirements.

EXHIBIT A

7. **Special Conditions**

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

EXHIBIT B

BUDGET DETAIL AND DISBURSEMENT PROVISIONS

1. **Payee**

Name: Tehama County

Amount: \$ 143,682.00

2. **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

- 1) Changes may be made to the timing (e.g., fiscal year) of eligible use expenditures without prior approval by HCD 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.
- 2) Any decrease or increase to the total expenditures for any eligible use category must otherwise be approved by HCD's Monitoring and Technical Assistance Section Chief or his/her designee, in writing, before the Grantee may expend HHAP 2 funds according to an alternative expenditure plan. The Section Chief will respond to Grantee with approval or denial of request. Failure to obtain written approval from the Section Chief 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.

3. **General Conditions Prior to Disbursement**

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NOFA Date: November 13, 2020
Prep Date: April 01, 2026

EXHIBIT B

All Grantees must submit the following forms prior to HHAP 2 funds 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) Authorized Signatories Form

4. **Disbursement of Funds**

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

5. **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:
 - 1) Strategic homelessness plan, as defined in Section 578.7(c) of Title 24 of the Code of Federal Regulations.
 - 2) 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.

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- 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 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:
- 1) On or before June 30, 2023, the Grantee submits an alternative disbursement plan to HCD that includes an explanation for the delay and a plan to fully expend these funds by December 31, 2023.
 - 2) HCD approves the alternative disbursement plan or provides the Grantee with guidance on the revisions needed in order to approve the alternative disbursement plan.
 - 3) 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 HCD for a subsequent round of awards by HCD.
- 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.
- 1) Counties not obligating their full program allocation by May 31, 2023 are required to notify HCD, 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 HCD 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

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- H. In accordance with Health and Safety Code section 50220.5, subdivision (I), HCD 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 the deadline of June 30, 2026 shall be returned in a form and manner to be determined by HCD.

6. Ineligible Costs

- A. 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.
- B. The Department 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 HCD.
- 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 HCD by the Grantee.
- D. The Department, at its sole and absolute discretion, shall make the final determination regarding the allowability of HHAP 2 fund expenditures.
- E. Program funds shall not be used to supplant existing local funds for homeless housing, assistance, or prevention.
- F. Reimbursements are not permitted in HHAP 2 for any expenditures prior to the date of NOFA publication.

EXHIBIT C

HHAP GENERAL TERMS AND CONDITIONS

1. **Termination and Sufficiency of Funds**

A. **Termination of Agreement**

The Department 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 this Exhibit C, Breach and Remedies; 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 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 C, Special Conditions – Grantees/SubGrantee 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 2 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 requested through the formal HHAP Change 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

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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's 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) Monthly Fiscal Report: Grantees will be responsible for submitting a monthly fiscal report in accordance with HSC section 50223(a)(2), 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.
- 2) 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 detailed description of activities through the prior calendar year, 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.
- 3) Final Report: Grantees will be responsible for submitting a final report in accordance with HSC section 50223(e) no later than April 1, 2030, 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.
- 4) HMIS/HDIS Reporting: Grantees and their subcontractors must report client data into their local HMIS pursuant to the requirements of 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

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capture many of the non-fiscal reporting responsibilities required under HSC sections 50221, 50222, and 50223. HCD will make efforts to utilize statewide HDIS 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) The 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 monthly fiscal reports after the month in which their allocation was fully expended. If changes arise with how funds were expended or categorized differently than originally stated, the Grantee is expected to submit an updated fiscal report within the time frame of the contract.

A. **Auditing**

The Department 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 2 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.
- 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 90 days from the date of the audit finding report.

5. **Inspection and Retention of Records**

Program Name: Homeless Housing, Assistance and Prevention Program Round 2 "HHAP 2"
NOFA Date: November 13, 2020
Prep Date: April 01, 2026

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A. **Record Inspection**

The Department 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 2 program guidance document published on the website, and this Agreement.

In accordance with Health and Safety Code section 50220.5, subdivision (I), 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.

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:

- 1) Grantee's failure to comply with the terms or conditions of this Agreement.
- 2) Use of, or permitting the use of, HHAP 2 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**

Program Name: Homeless Housing, Assistance and Prevention Program Round 2 "HHAP 2"
NOFA Date: November 13, 2020
Prep Date: April 01, 2026

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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 2 award(s) to the Grantee;
 - 3) Require the return of any unexpended HHAP 2 funds disbursed under this Agreement;
 - 4) Require repayment of HHAP 2 funds disbursed and expended under this Agreement;
 - 5) Require the immediate return to HCD of all funds derived from the use of HHAP 2 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 2 requirements.
- C. All remedies available to HCD are cumulative and not exclusive.
- D. The Department 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, 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

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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). The 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:
 - 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.

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- 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 Exhibit 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 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:
- 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.

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- 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.

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 2 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, 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. 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. The Department 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

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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 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.

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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. 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. The Department reserves the right to perform or cause to be performed a financial audit on the use of proceeds from interest-bearing accounts.
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. The 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. 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 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

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

5. The Grantee shall include in their annual report and upon request from HCD 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 HCD.
6. 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.
7. 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
8. 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.
9. The Department reserves the right to add any special conditions to this Agreement it deems necessary to ensure that the purpose and objectives of the Program are achieved.
10. The Department represents that the intent of Exhibit D, Termination and Sufficiency of Funds, Sufficiency of Funds 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 HHAP 2 NOFA dated November 13, 2020 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](#), Termination and Sufficiency of Funds, Sufficiency of Funds once construction has commenced in compliance with Program requirements and in 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.