

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

26-483

SAP Number

Office of Homeless Services

Department Contract Representative	<u>Marcus Dillard</u>
Telephone Number	<u>(909) 501-0625</u>
Contractor	<u>State of California Department of Housing and Community Development</u>
Contractor Representative	<u></u>
Telephone Number	<u></u>
Contract Term	<u>Upon HCD Approval – June 30, 2030</u>
Original Contract Amount	<u>Not to Exceed \$10,040,923.66</u>
Amendment Amount	<u></u>
Total Contract Amount	<u>Not to Exceed \$10,040,923.66</u>
Cost Center	<u>6240002903 & 6240002904</u>
Grant Number (if applicable)	<u></u>

The Homeless Housing, Assistance and Prevention (HHAP) Round 6 Program Grant Agreement with the California Department of Housing and Community Development. The agreement awards \$10,040,923.66 to support regional coordination and expand local capacity to address homelessness through June 30, 2030.

FOR COUNTY USE ONLY

Approved as to Legal Form

Digitized by:

A digital signature of Suzanne Bryant.

Suzanne Bryant, Deputy County Counsel

Date 5/28/2026

Reviewed for Contract Compliance

A small black arrow pointing right, likely a placeholder for a signature.

Date

Reviewed/Approved by Department

Digitized by:

A digital signature of Marcus Dillard.

Marcus Dillard, Chief of Homeless Services

Date 5/28/2026

STATE OF CALIFORNIA- DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 25-HHAP-10056	PURCHASING AUTHORITY NUMBER (If Applicable)
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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

San Bernardino County

The term of this Agreement is:

START DATE

Upon HCD approval

THROUGH END DATE

June 30, 2030

2. The maximum amount of this Agreement is:

\$10,040,923.66 (Ten Million Forty Thousand Nine Hundred Twenty Three Dollars and Sixty Six Cents)

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

Exhibits	Title	Pages
Exhibit A	Authority, Purpose, and Scope of Work	14
Exhibit B	Budget Detail and Disbursement Provisions	5
Exhibit C *	State of California General Terms and Conditions	GTC 02/2025
+ - Exhibit D	HHAP General Terms and Conditions	11
+ - Exhibit E	Special Terms and Conditions	3
+ -	TOTAL NUMBER OF PAGES ATTACHED	33

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

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

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

San Bernardino County

CONTRACTOR BUSINESS ADDRESS

560 E Hospitality Lane, Suite 200

CITY

San Bernardino

STATE ZIP

CA 92415

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA- DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER
25-HHAP-10056

PURCHASING AUTHORITY NUMBER (If Applicable)

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Housing and Community Development

CONTRACTING AGENCY ADDRESS

651 Bannon Street, Suite 400

CITY

Sacramento

STATE

CA

ZIP

95811

PRINTED NAME OF PERSON SIGNING

TITLE

Contract Services Section Manager

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

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

EXHIBIT A

AUTHORITY, PURPOSE, AND SCOPE OF WORK

1. Authority

This Standard Agreement ("Agreement") is an agreement regarding Homeless Housing, Assistance, and Prevention Program Round 6 ("HHAP 6" or "Program") funds.

- A. The State of California established HHAP 6 pursuant to the provisions in Chapter 6.5 (commencing with Health and Safety Code (HSC) section 50239) of Part 1 of Division 31 of the HSC. (Amended by Stats. 2024, Ch. 48, Sec. 13 (Assembly Bill (AB) 166) effective July 02, 2024.)
- B. The Program is administered by the California Department of Housing and Community Development (HCD) in the Business, Consumer Services and Housing Agency ("Agency") which will be known as the California Housing and Homeless Agency as of July 01, 2026 "Agency" provides flexible block grant funds to Continuums of Care, Large Cities (population of 300,000+) and counties to build on the regional coordination created through previous HCD grant funding and support local jurisdictions to prevent and expeditiously reduce unsheltered homelessness.
- C. This Standard Agreement/Contract for Funds along with all its exhibits ("Agreement") is entered into by HCD and a continuum of care, a Large City, or a county ("Grantee") under the authority of, and in furtherance of the purpose of, the Program. In signing this Agreement and thereby accepting this award of funds, the Grantee agrees to comply with the terms and conditions of this Agreement, the Notice of Funding Availability (NOFA) dated February 24, 2025, under which the Grantee applied, HCD guidance and directives, and the requirements appearing in the statutory authority for the Program cited above.

2. Purpose

The intent of HHAP 6 is to reflect the state's priorities to prevent and expeditiously reduce unsheltered homelessness through homelessness prevention activities, sustaining existing Interim Housing Solutions, and Permanent Housing Solutions, including long-term sustainability of affordable permanent supportive housing (HSC section 50243(a)). To accomplish this, HHAP 6 requires regional applicants to create and implement Regionally Coordinated Homelessness Action Plans (HSC section 50240).

The Department also expects Grantees to:

Program Name: Homeless Housing, Assistance and Prevention Program Round 6 "HHAP 6"
NOFA Date: February 24, 2025
Approved Date: February 19, 2026
Prep Date: March 16, 2026

EXHIBIT A

- A. Foster robust regional collaboration and strategic partnerships aimed at fortifying the homeless services and housing delivery system. This should be achieved through the formulation of data-driven and cross-system plans designed to allocate resources in alignment with the state's priorities for housing solutions for people experiencing homelessness. This means implementing strategies that create and sustain regional partnerships and emphasize Permanent Housing Solutions.
- B. Ensure all cities and counties in the region are addressing existing unsheltered homelessness, including encampments, and preventing future homelessness by planning for future housing needs and following all state housing laws and the California Interagency Council on Homelessness (Cal ICH) [Guidance on Addressing Encampments](#). Jurisdictions must adopt compliant housing elements and implement their respective housing element programs, resolve and avoid state housing law violations, and implement practices to utilize surplus land for the production of affordable housing.
- C. Ensure the long-term sustainability of housing and supportive services by strategically pairing HHAP 6 funds with other local, state, and federal resources to effectively reduce and ultimately end homelessness.
- D. Demonstrate sufficient resources dedicated to Interim Housing and long-term Permanent Housing Solutions, including capital and operating costs.
- E. Demonstrate a commitment to address racial disproportionality in homeless populations and achieve equitable provision of services and outcomes for Black, Native and Indigenous, Latinx, Asian, Pacific Islanders and other People of Color who are disproportionately impacted by homelessness.
- F. Establish a mechanism for people with lived experience of homelessness to have meaningful and purposeful opportunities to inform and shape all levels of planning and implementation, including through opportunities to hire people with lived experience.
- G. Fund projects that provide housing and services that are Housing First compliant, per HSC section 50241(f), which references Welfare and Institutions Code 8255 and 8256, and delivered in a low barrier, trauma informed, and culturally responsive manner. Individuals and families assisted with these funds must not be required to receive treatment or perform any other prerequisite activities as a condition for receiving interim or permanent housing, or other services for which these funds are used. Housing First should be adopted within the entire local homelessness response system, including outreach and interim housing, short-

Program Name: Homeless Housing, Assistance and Prevention Program Round 6 "HHAP 6"

NOFA Date: February 24, 2025

Approved Date: February 19, 2026

Prep Date: March 16, 2026

EXHIBIT A

term interventions like Rapid Rehousing, and longer-term interventions like supportive housing.

- H. Prioritize the use of HHAP funds to assist people to remain in or move into safe, stable, permanent housing. HHAP funding should be housing-focused – either funding permanent housing interventions directly or, if used for interim housing or street outreach, have clear pathways to connect people to permanent housing options.

3. Definitions

The following HHAP 6 program terms are defined in accordance with HSC section 50230, subdivisions (a) - (x):

- A. “Agency” means the Business, Consumer Services and Housing Agency which will be known as the California Housing and Homelessness Agency as of July 01, 2026.
- B. “Applicant” means a continuum of care, city, county, or a region for purposes of the HHAP Round 6 Regionally Coordinated Homelessness Action Plan.
- 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 (CoC)” means the same as defined by the U.S. Department of Housing and Urban Development in 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. “Regionally Coordinated Homelessness Action Plan” means the regionally coordinated homelessness action plan described in Section 50240.

EXHIBIT A

- G. Unless context requires otherwise, “council,” with respect to the administration of HHAP Round 6, means department.
- 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. “Grantee” means an eligible applicant that has been awarded its initial Round 6 base allocation or total Round 6 base allocation.
- K. “Homeless” has the same meaning as defined in Section 578.3 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019.
- L. “Homeless Management Information System (HMIS)” means the information system designated by a continuum of care to comply with federal reporting requirements as defined in Section 578.3 of Title 24 of the Code of Federal Regulations. The term “Homeless Management Information System” also includes the use of a comparable database by a victim services provider or legal services provider that is permitted by the federal government under Part 576 of Title 24 of the Code of Federal Regulations.
- M. “Homeless point-in-time count” means the most recently available point-in-time count data as reflected in the Annual Homeless Assessment Report released by the U.S. Department of Housing and Urban Development.
- N. “Homeless youth” means an unaccompanied youth between 12 and 24 years of age who is experiencing homelessness, as defined in Section 725(2) of the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11434a(2)). “Homeless youth” includes unaccompanied youth who are pregnant or parenting.
- O. “Housing First” has the same meaning as in Section 8255 and 8256 of the Welfare and Institutions Code, including all of the core components listed therein.
- P. “Jurisdiction” means a city, county, continuum of care, or tribe.
- Q. “Memorandum of understanding” has the same meaning as defined in subdivision (f) of Section 50240(f).
- R. “Navigation center” means a Housing First, low-barrier, service-enriched shelter focused on moving homeless individuals and families into Permanent Housing

EXHIBIT A

that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing.

- S. "Program": Unless context requires otherwise, "Program" means Round 6 of the Homeless Housing, Assistance, and Prevention program, or round 6.
- T. 1) "Base program allocation" means the portion of program funds available as defined in Section 50241(a)(1) to expand or develop local capacity to address immediate homelessness challenges pursuant to the allowable uses specified in Section 50243.

2) "Homekey supplemental allocation" means the portion of program funds available to eligible jurisdictions as supplementary Homekey resources, as defined in Section 50234(a)(3) and 50241(a)(2) and administered under the Homekey+ Program.
- U. "Recipient" means a jurisdiction that receives funds pursuant to Chapter 6.5 of Part 1 of Division 31 of the Health and Safety Code for the purposes of the program.
- V. "Region" means the geographic area served by a county, including all cities and continuums of care within it, as defined in HSC 50230(v). A region that has a continuum of care that serves multiple counties may submit a plan that covers multiple counties and the cities within them, or the continuum of care may participate in the regionally coordinated homelessness action plan of each individual county that is part of the continuum of care along with the cities within the county.
 - 1) All continuums of care within the County of Los Angeles shall be considered part of a single region, along with the county and big cities within the county.
- W. "Small jurisdiction" means a city that is under 300,000 in population as of January 1, 2022, according to data published on the internet website of the Department of Finance.
- X. "Tribe" or "tribal applicant" means a federally recognized tribal government pursuant to Section 4103 of Title 25 of the United States Code that is located in California.

Additional Definitions for the purposes of this Agreement:

Program Name: Homeless Housing, Assistance and Prevention Program Round 6 "HHAP 6"
NOFA Date: February 24, 2025
Approved Date: February 19, 2026
Prep Date: March 16, 2026

EXHIBIT A

- Y. “Administrative Entity” means the entity that will enter into contract with HCD to receive HHAP 6 funds directly for its own allocation (and the allocation(s) of other Eligible Applicants in the region when designated). The Administrative Entity is responsible for HHAP 6 funds and meeting the terms and conditions of the Agreement. Broadly speaking, this means administering funds, contracting (when necessary) with sub-recipients, and reporting on HHAP 6 dollars and activities to HCD.
- Z. “Eligible Applicant” means a city, or a city that is also a county, that has a population of 300,000 or more, as of January 1, 2022; a county; or a continuum of care.
- AA. “Expended” means the amount of HHAP 6 funding which the Grantee has obligated under contract or subcontract that has been fully paid and no invoices remain outstanding.
- BB. “New Interim Housing” means eligible uses as defined in HSC 50243 (e)(3)(A),(F),(G), and (J). New Interim Housing that meets the Youth Set Aside does not trigger the requirement to document the Sustainability of the Region’s Permanent Housing Portfolio pursuant to HSC section 50243(d).
- CC. “Large City” means a city, or a city that is also a county, that has a population of 300,000 or more, as of January 1, 2022.
- DD. “Obligated” means the amount of HHAP 6 funding for which the Grantee has placed orders, awarded contracts, received services, or entered into similar transactions that require payment using HHAP 6 funding. HHAP 6 Grantees must obligate the funds by the statutory deadlines set forth in this Exhibit A, Section 6, Effective Date, Term of Agreement, and Deadlines.

4. Scope of Work

- A. The Scope of Work (“Work”) for this Agreement shall include uses that are consistent with HSC section 50241, subdivision (a)(1), section 50243, and any other applicable laws, and as committed to in the Grantee’s latest approved HHAP 6 funding plan.
- B. The HHAP 6 NOFA Section IV, Application Submission, Review, and Award Process requires that before proposing to use HHAP 6 resources to fund New Interim Housing solutions, defined as eligible uses HSC 50243(e)(3)(A), (F), (G), and (J), other than New Interim Housing that meets the Youth Set Aside requirement, or Non-housing solutions defined as eligible uses HSC 50243(e)(4),

Program Name: Homeless Housing, Assistance and Prevention Program Round 6 “HHAP 6”

NOFA Date: February 24, 2025

Approved Date: February 19, 2026

Prep Date: March 16, 2026

EXHIBIT A

the applicant first demonstrates that the region has dedicated sufficient resources from other sources to long-term permanent affordable housing solutions, including capital and operating costs.

- C. Allowable uses of HHAP 6 base program allocation funds include all of the following, per HSC 50243(e) and the HHAP 6 NOFA Section III, Eligible Uses:
- 1) Permanent Housing Solutions that can prevent or serve those experiencing unsheltered homelessness, including, but not limited to, persons experiencing homelessness coming from encampment sites; per HSC 50253(e)(1).
 - (a) Rapid Rehousing/ Rental Subsidies, per HSC 50243(e)(1)(A)-(C), and HSC 50243(e)(2)(A). Examples include, but are not limited to:
 - (i) Rental subsidies, including rental subsidies in rapid rehousing programs or longer-term rental subsidy programs.
 - (ii) Community Assistance, Recovery, and Empowerment (CARE) Act petitioning activities and support for placement and related services for individuals (respondents) in the CARE Act process.
 - (iii) Landlord incentives, such as security deposits, holding fees, funding for needed repairs, and landlord relationship management costs.
 - (iv) Move-in expenses.
 - (b) Operating Subsidies – Permanent Housing, per HSC 50243(e)(1)(D):
 - (i) Operating Subsidies in new and existing affordable or supportive housing units serving people experiencing or at risk of experiencing homelessness, and new or existing residential care facilities.
 - (ii) Operating Subsidies may include capitalized operating reserves (funds held in reserve to multiple years of operating support, or cover large, unexpected operating expenses).

EXHIBIT A

- (c) Permanent Housing Services and Services Coordination, per HSC 50243(e)(1)(E) and (G) to include, but not limited to:

Supportive services for people in Permanent Housing, so long as the services are trauma-informed and practice harm reduction, to include, but not limited to: Intensive case management services; assertive community treatment services; critical time intervention services; other tenancy support services; evidence-based employment services; coordinating mental health, substance use, and primary care treatment; or other evidence-based supportive services to increase housing retention; and services coordination, which may include access to workforce, education, and training programs, or other services needed to promote housing stability in permanent supportive housing.

- (d) Capital for Permanent Housing, per HSC 50243(e)(1)(F):

Capital for Permanent Housing that serves people experiencing homelessness, including conversion of underutilized buildings or existing interim or transitional housing into Permanent Housing.

- 2) Homelessness Prevention Activities that can prevent or serve those experiencing unsheltered homelessness, including, but not limited to, persons experiencing unsheltered homelessness coming from encampment sites.

Prevention and Diversion, per HSC 50243(e)(2)(A and B). Examples include, but are not limited to:

- (a) In addition to the Rapid Rehousing and Rental Assistance being eligible as described above, other homelessness prevention programs are eligible, as long as they prioritize households with incomes at or below 30 percent (30%) of the area median income (AMI).
- (b) Problem solving and diversion support programs that prevent people at risk of or recently experiencing homelessness from entering unsheltered or sheltered homelessness.

- 3) Interim Housing Solutions that can prevent or serve those experiencing unsheltered homelessness, including, but not limited to, persons experiencing homelessness coming from encampment sites.

Program Name: Homeless Housing, Assistance and Prevention Program Round 6 "HHAP 6"

NOFA Date: February 24, 2025

Approved Date: February 19, 2026

Prep Date: March 16, 2026

EXHIBIT A

(a) Navigation Centers, per HSC 50243(e)(3)(A):

Navigation Centers or other emergency shelters that are low barrier as defined in Sections 65660 and 65662 of the Government Code.

(b) Motel/Hotel Vouchers, per HSC 50243(e)(3)(D):

Vouchers for motels and hotels used as interim shelter for people experiencing homelessness, until they can be connected to Permanent Housing resources.

(c) Operating Expenses – Interim Housing, per HSC 50243(e)(3)(B) and (C):

(i) Operating expenses in existing congregate shelter sites.

(ii) Operating expenses in new or existing noncongregate shelter sites and transitional housing for youth.

(iii) Operating expenses may include capitalized operating reserves (funds held in reserve upfront to cover multiple years of operations, or large, unexpected operating expenses).

(d) Interim Housing Services and Services Coordination, per HSC 50243(e)(3)(E) and (H):

Services provided to people in Interim Housing, so long as the services are trauma-informed and practice harm reduction, to include, but are not limited to: intensive case management services; housing navigation; connecting people to substance use or mental health treatment; public benefits advocacy, youth-focused services in transitional housing; and other supportive services to promote stability and referral into Permanent Housing.

(e) Capital for New Interim Housing, per HSC 50243(e)(3)(F), (G), and (J):

(i) Capital funding to build new noncongregate shelter sites and transitional housing sites for homeless youth, including for

EXHIBIT A

construction, rehabilitation, and capital improvements to convert existing congregate sites into noncongregate sites.

- (ii) Capital funding for clinically enhanced congregate or non-congregate shelter sites.

- (f) Improvements to Existing Interim Housing, per HSC 50243(e)(3)(I):

Renovation of existing Interim Housing to improve the quality of life for people experiencing homelessness who are residing in the Interim Housing. Examples include, but are not limited to: maintenance of an interim housing facility; minor/major rehabilitation or renovation of an interim housing facility and minor/major conversion, additions, updates, and/or enhancements that lower barriers and/or increase privacy.

- 4) Non-housing Solutions that can prevent or serve those experiencing unsheltered homelessness, including, but not limited to, persons experiencing homelessness coming from encampment sites.

- (a) Services and Services Coordination for People Experiencing Unsheltered Homelessness, per HSC 50243(e)(4):

Non-housing services for people experiencing unsheltered homelessness, so long as the services are trauma-informed and practice harm reduction, to include, but are not limited to: street outreach; evidence-based engagement services; intensive case management services; assertive community treatment; housing navigation; harm reduction services; coordination with street-based health care services; hygiene services for people living in encampments and unsheltered individuals; services coordination, which may include access to workforce, education, and training programs, or other services needed to promote housing stability; Costs that support people with lived experience of homelessness to participate in and/or provide input for regional and system planning (e.g. lived experience advisory boards, youth advisory boards, etc.).

- D. In addition to the eligible uses described above, the Grantee's expenditure of its entire HHAP 6 Base Allocation shall also comply with the following:

EXHIBIT A

- 1) At least 10 percent of each HHAP 6 allocation must be spent on services for homeless youth (HSC 50241(e)), and there are no prohibitions on spending a greater percentage on the Youth Set Aside.
- 2) Up to one percent (1%) of each HHAP 6 allocation may be spent to cover expenses associated with the administration of the Homeless Management Information System (HMIS). This funding shall be transferred directly to the HMIS lead entity and is intended to support the functioning, maintenance, and operation of the local HMIS. Examples include, but are not limited to, system licenses; training, system operating costs; and costs associated with carrying out related activities.

HMIS costs may also be supported through Administrative Costs (Grantees may use up to 7% of allocations toward Administrative Costs) and under program costs (in categories 1-4) when the activities directly support implementing the housing and non-housing activities funded by the program allocation.

- 3) Not more than seven percent (7%) of funds may be used for administrative costs incurred by the City, county, or continuum of care to administer its program allocation. Examples include but are not limited to regional coordination; HHAP 6 regional planning and application process; HMIS training, licenses, and/or operating costs; reporting and grant administration.
 - (a) For purposes of this Agreement, "administrative costs" does not include staff or other costs directly related to implementing activities funded by the program allocation.

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

5. Contract Coordinator

The Department's Contract Coordinator for this Agreement is HCD's Policy and Program Support Branch 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 Name: Homeless Housing, Assistance and Prevention Program Round 6 "HHAP 6"
NOFA Date: February 24, 2025
Approved Date: February 19, 2026
Prep Date: March 16, 2026

EXHIBIT A

	PROGRAM	GRANTEE
ENTITY:	California Department of Housing & Community Development	San Bernardino County
SECTION/UNIT:	Policy and Program Support	
ADDRESS:	651 Bannon St SW, Suite 400 Sacramento, CA, 95811	560 E Hospitality Lane, Suite 200 San Bernardino, CA 92415
CONTRACT COORDINATOR	Nichole Zaragoza-Smith	Marcus Dillard
PHONE NUMBER:	(916) 820-1804	(909) 501-0610
EMAIL ADDRESS:	HPDHomelessnessGrants@hcd.ca.gov ; Nichole.Zaragoza-Smith@hcd.ca.gov	Marcus.Dillard@hss.sbcounty.gov

All requests to update the Grantee information listed within this Agreement shall be emailed to the HPD Homelessness Grants general email box at HPDHomelessnessGrants@hcd.ca.gov. HCD reserves the right to change their representative and/or contact information at any time with notice to the Grantee.

6. Effective Date, Term of Agreement, and Deadlines

- A. This Agreement is effective upon approval by HCD (indicated by the signature provided by HCD in the lower left section of page two, Standard Agreement, STD 213), and when signed by all parties. Funds will be disbursed in accordance with Exhibit B, Section 4, Disbursement of Funds.
- B. On or before January 31, 2027, a Grantee shall meet the requirements to satisfy the update on their Round 6 Regionally Coordinated Homelessness Action Plan activities pursuant to HSC section 50242(h), as set forth in Exhibit B, Section 4.B, Disbursement of Funds, Remainder Disbursement.

Program Name: Homeless Housing, Assistance and Prevention Program Round 6 "HHAP 6"
 NOFA Date: February 24, 2025
 Approved Date: February 19, 2026
 Prep Date: March 16, 2026

EXHIBIT A

- 1) If the Department concludes that the Grantees in the region made insufficient progress on key actions or failed to adequately improve on at least one-half of the region's California System Performance Measures (CA SPMs), based on the most recent CA SPM data available, the Department may require the participating jurisdictions to provide a corrective action plan to the update to the Regionally Coordinated Homelessness Action Plan and/or funding plans to address these findings. Participating jurisdictions shall accomplish these changes or submit a corrective action plan, as applicable, within 30 calendar days of being notified by the Department.
 - 2) The Department may withhold the remaining fifty percent (50%) of funds from a Grantee until the Department has found the update to the HHAP 6 Regionally Coordinated Homelessness Action Plan or the corrective action plan satisfactory. The Department shall provide technical assistance and support regions' efforts to comply with the requirements.
- C. All Grantees must submit confirmation that no less than seventy-five percent (75%) of their initial Round 6 program allocation have been contractually obligated and that no less than fifty percent (50%) of initial Round 6 program allocations have been expended by June 30, 2027. This is also one of the requirements for Grantees to receive the remaining fifty percent (50%) of their total HHAP 6 allocation.
- 1) The Grantee will demonstrate compliance with these obligation and expenditure requirements through monthly fiscal reports and by completing a certification documentation in the form and manner provided by HCD.
- D. Pursuant to HSC 50242(i)(3), a recipient shall return to HCD any initial disbursement funds that have not been expended to be allocated as supplemental awards by the department in accordance with HSC section 50244.
- E. All HHAP 6 funds must be expended by June 30, 2029.
- F. Any funds not expended by June 30, 2029, shall revert to, and be paid and deposited in, the General Fund pursuant to HSC section 50242 subdivision (m).
- G. This Agreement shall terminate on June 30, 2030.
- H. The Department may request additional information from applicants, as needed, to meet other applicable reporting or audit requirements.

EXHIBIT A

7. Capacity and Authority to Contract

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

EXHIBIT B

BUDGET DETAIL AND DISBURSEMENT PROVISIONS

1. Payee

Name: San Bernardino County

Amount: \$10,040,923.66

2. Budget Detail & Changes

- A. The Grantee agrees that HHAP 6 funds shall be expended on uses that support regional coordination to expand or develop housing solutions and local capacity to address immediate homelessness challenges. Such activities must be informed by a best-practices framework focused on moving people experiencing homelessness, including people experiencing unsheltered homelessness coming from encampment sites, into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing.
- B. The Grantee shall expend the HHAP 6 funds on eligible activities as detailed in HSC 50243 and as described in the Grantee's latest approved HHAP 6 funding plan.
- C. Any changes to the Grantee's budget must be approved in writing by HCD prior to incurring expenses.

3. General Conditions Prior to Disbursement

- A. All Grantees must submit the following forms prior to this HHAP 6 initial disbursement being released:
 - 1) STD 213 Standard Agreement form and Exhibits A through E.
 - 2) STD 204 Payee Data Record or Government Agency Taxpayer ID Form.
 - 3) Authorized Signatories Form.

4. Disbursement of Funds

- A. Initial Disbursement

Program Name: Homeless Housing, Assistance and Prevention Program Round 6 "HHAP 6"
NOFA Date: February 24, 2025
Approved Date: February 19, 2026
Prep Date: March 16, 2026

EXHIBIT B

To receive the initial disbursement of HHAP 6, the region and its regional partners must have received a HHAP 6 award, the Administrative Entities must demonstrate they have met the obligation and expenditure requirements for HHAP rounds 1 through 4 as outlined in HSC section 50242(f), **and** be in good standing on reporting for HHAP rounds 1 through 5, including fiscal reporting and HMIS reporting in order to be eligible to receive their HHAP 6 initial disbursement.

- 1) The initial disbursement of the HHAP 6 allocation includes fifty percent (50%) of the HHAP 6 total allocation. These funds will be disbursed to the Grantee upon receipt, review, and approval by HCD of the forms identified in this Exhibit B, Section 3 General Conditions Prior to Disbursement.
- 2) The initial disbursement of HHAP 6 funds will be issued to the Grantee, identified on the Payee Data Record Form or Government Agency Taxpayer ID Form.

B. Remainder Disbursement

To receive the remaining fifty percent (50%) total allocation disbursement of HHAP 6, as outlined in HSC section 50242(h) and (i), a Grantee must: (1) demonstrate sufficient spenddown of the HHAP 6 initial disbursement; (2) have a compliant housing element; and (3) the update on their HHAP 6 Regionally Coordinated Homelessness Action Plan must demonstrate they are compliant with their program commitments.

Pursuant to HSC 50242(i)(3), if a Grantee does not meet requirements necessary to receive their remainder disbursement of HHAP 6 funds, on or before **December 31, 2028**, the Grantee will forfeit the remainder disbursement and must return any unspent funds from their initial disbursement to be re-allocated as supplemental awards by the Department.

Further details regarding the conditions for receipt of the HHAP 6 remainder disbursement and corrective action plans are provided below.

- 1) Demonstrate sufficient spenddown of the HHAP 6 initial disbursement:

Pursuant to HSC section 50242(i) Grantees must obligate at least seventy-five percent (75%) of the initial HHAP 6 disbursement and expend

EXHIBIT B

at least fifty percent (50%) of their initial HHAP 6 disbursement no later than **June 30, 2027**.

- 2) Have a compliant housing element:
 - (a) Each Large City and county Grantee within each region must have a compliant housing element as defined in Government Code (GC) section 65589.9 prior to receiving their remainder disbursement. Having a “compliant housing element” means having adopted a housing element that has been found to be in substantial compliance with the requirements by HCD pursuant to GC section 65585. The housing element requirement does not apply to Continuums of care.
 - (b) If a Large City or county Grantee does not have a compliant housing element, the Department shall hold the remainder disbursement until the recipient’s housing element is found compliant (HSC 50242(i)(2)(C)) or until December 31, 2028 (HSC 50242(i)(3)), whichever comes first.
- 3) The update on their HHAP 6 Regionally Coordinated Homelessness Action Plan must demonstrate they are compliant with their program commitments:
 - (a) To assess the midterm update on the HHAP 6 Regionally Coordinated Homelessness Action Plan, Annual Report Submissions and HMIS/Homeless Data Integration System (HDIS) reporting must demonstrate compliance with commitments and statutory requirements.
 - (i) Annual Report: Grantee has submitted a complete annual report that includes updates on obligation and expenditure activities, and progress on their metrics and key actions committed to with their HHAP 6 funds.
 - (ii) HMIS/HDIS Reporting: Grantee is properly reporting into HMIS/HDIS with no missing, inaccurate, or invalid data, and reporting indicates progress on their metrics and key actions committed to with their HHAP 6 funds. If there are HMIS/HDIS reporting issues, HCD may still approve a

EXHIBIT B

disbursement if the Grantee confirms it will address the issues in the next quarterly data submission.

- (b) Updates on California System Performance Measures (SPMs) must demonstrate progress per HSC 50242(h) by satisfying one of the following conditions:

- (i) The applicable CoC region has demonstrated progress in at least one half of the region's SPMs from CY 24 baseline to the latest CA SPM data OR
- (ii) If the Grantee's CoC region did not demonstrate progress in at least one half of its CA SPMs, the Grantee may be required to accept technical assistance from HCD.

- (c) Corrective Action Plan

Pursuant to HSC section 50242(h)(4), if HCD finds that a Grantee made insufficient progress on its HHAP 6 Regionally Coordinated Homelessness Action Plan commitments or has not met one of the other disbursement criteria, HCD may require the region to accept technical assistance related to supporting jurisdictions' efforts to comply with their HHAP 6 Regionally Coordinated Plan commitments, including efforts to improve their performance outcomes. Technical assistance will be dependent on findings related to the Grantee's progress but could include HCD advising the Grantee to limit the use of program funds. Committing to technical assistance and making other changes as requested by HCD will serve as a corrective action plan to address and resolve HCD findings.

- (i) The Department may withhold the remainder disbursement from an administrative entity until the administrative entity meets the requirements set forth in the corrective action plan and HCD approves the update on the HHAP 6 Regionally Coordinated Homelessness Action Plan.
- (ii) Upon agreement of the corrective action plan, HCD can disburse the remainder disbursement.

EXHIBIT B

- (iii) The Department may ask for confirmation that a region has updated its memorandum of understanding to reflect a corrective action plan component.

5. Expenditure of Funds

All HHAP 6 funds must be spent consistent with the intent of the Program, the eligible uses identified in HSC section 50243, the requirements in [Exhibit A Section 4, Scope of Work](#), and the Grantee's latest approved funding plan.

6. Ineligible Costs

- A. The HHAP 6 funds shall not be used for costs associated with activities in violation of any law or for any activities not consistent with the intent of the Program and the eligible uses identified in HSC section 50243.
- 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 6 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 Contract Coordinator or his/her designee, or which cannot be adequately documented, shall be disallowed and must be immediately repaid to HCD by the Grantee. A Grantee shall be prohibited from applying for future HHAP 6 funds until they have repaid these funds to HCD.
- D. The Department, at its sole and absolute discretion, shall make the final determination regarding the allowability of HHAP 6 fund expenditures.
- E. A program recipient shall not use funding from the program allocated under this section to supplant existing local funds for homelessness services under penalty of disallowance or reduction, or both, of future program funds, as determined by the department.

EXHIBIT D

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 calendar 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 [Exhibit D, Section 6, 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 calendar 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

The 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 this [Exhibit D Section 12 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

The Grantee has submitted to HCD an application for HHAP 6 funds to support regional coordination and expand or develop local capacity to address its immediate homelessness challenges. The Department is entering into this Agreement on the basis of Grantee's facts, information, assertions and representations contained in

EXHIBIT D

that application. Any subsequent modifications to the original funding plans submitted within the original application must be requested through the formal HHAP 6 Budget Modification Request Process and are subject to approval by HCD.

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

4. Reporting/Audits

A. Reporting Requirements

- 1) **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.

Program Name: Homeless Housing, Assistance and Prevention Program Round 6 "HHAP 6"
NOFA Date: February 24, 2025
Approved Date: February 19, 2026
Prep Date: March 16, 2026

EXHIBIT D

- 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 HDIS. As part of reporting responsibilities in accordance with HSC sections 50221, 50222, and 50223, Grantees must ensure proper recording of activities associated with these program funds. This is intended to efficiently capture many of the non-fiscal reporting responsibilities required under HSC sections 50221, 50222, and 50223. HCD will make efforts to utilize statewide 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. The 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) The Department may require additional supplemental reporting with written notice to the Grantee.
- 6) The Grantee may, at their discretion, fully expend their HHAP 6 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.

B. 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 6 administrative funds may be used to fund this expense. Should an audit be required, the Grantee shall adhere to the following conditions:

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

EXHIBIT D

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

5. Inspection and Retention of Records

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 HHAP laws, guidance, the HHAP 6 program guidance document published on the website, and this Agreement.

In accordance with HSC section 50242, 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 Section 5(A) (Record Inspection) 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

EXHIBIT D

period, all records must be retained until completion of the action and resolution of all issues which arise from it.

C. Public Records Act

The Grantees' final HHAP 6 application, this contract, and other documents related to the grant are considered public records, which are available for public viewing pursuant to the California Public Records Act Division 10 (commencing with Section 7920.000) of Title 1 of the Government Code.

6. Breach and Remedies

A. Breach of Agreement

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

- 1) The Grantee's failure to comply with the terms or conditions of this Agreement.
- 2) Use of, or permitting the use of, HHAP 6 funds provided under this Agreement for any ineligible activities.
- 3) Any failure to comply with the deadlines set forth in this Agreement.

B. Remedies for Breach of Agreement

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

- 1) Bar the Grantee from applying for future HHAP funds.
- 2) Revoke any other existing HHAP award(s) to the Grantee.
- 3) Require the return of any unexpended HHAP 6 funds disbursed under this Agreement.
- 4) Require repayment of HHAP 6 funds disbursed and expended under this Agreement.
- 5) Require the immediate return to HCD of all funds derived from the use of HHAP 6 funds.

EXHIBIT D

- 6) Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or participation in technical assistance in accordance with HHAP 6 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, the Grantee and its subrecipients shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, and denial of medical and family care leave or pregnancy disability leave. The Grantees and Subgrantees shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subrecipients shall comply with the provisions of California's laws against discriminatory practices relating to specific groups: the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.); the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.); and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, §§ 11135 - 11139.5). Grantee and its subrecipients shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

9. Conflict of Interest

Program Name: Homeless Housing, Assistance and Prevention Program Round 6 "HHAP 6"
NOFA Date: February 24, 2025
Approved Date: February 19, 2026
Prep Date: March 16, 2026

EXHIBIT D

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

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

- A. **Current State Employees:** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent Grantee with any State agency to provide goods or services.
- B. **Former State Employees:** For the two (2) year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve (12) month period from the date, he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve (12) month period prior to his or her leaving State service.
- C. **Employees of the Grantee:** Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the Political Reform Act of 1974 (Gov. Code, § 81000 et seq.).

EXHIBIT D

- 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 Chapter 6.5 (commencing with Health and Safety Code (HSC) section 50239) of Part 1 of Division 31 of the HSC, shall have no financial interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county.

10. Drug-Free Workplace Certification

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

- A. 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).
- B. 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) The 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.
- C. 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

Program Name: Homeless Housing, Assistance and Prevention Program Round 6 "HHAP 6"
NOFA Date: February 24, 2025
Approved Date: February 19, 2026
Prep Date: March 16, 2026

EXHIBIT D

- 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 \$100,000.00, the Grantee acknowledges in accordance with Public Contract Code 7110, that:

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

12. Special Conditions – Grantees/Subgrantee

The Grantee agrees to comply with all conditions of this Agreement including the Special Conditions set forth in Exhibits C and this 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 6 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.
 - 3) Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount that is reasonable to

EXHIBIT D

compensate any person, firm or corporation who may be injured or damaged by the Grantee or any Subgrantee in performing the Work or any part of it.

- 4) Agree to include all the terms of this Agreement in each subcontract.
- B. The Grantee shall monitor the activities of all subgrantees to ensure compliance with all requirements under the HHAP 6 program.
- C. As requested by HCD, the Grantee shall provide to HCD all monitoring documentation necessary to ensure that Grantee and its subgrantees are in continued compliance with HHAP 6 requirements. Such documentation requirements shall be provided by HCD when the information is requested.

13. Compliance with State and Federal laws, Rules, Guidelines and Regulations

The Grantee agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, land use, homelessness, housing element, fair housing, and all other matters applicable and/or related to the HHAP 6 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. The Grantee shall inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.

EXHIBIT D

- 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 not affect any other provisions of this Agreement and the Initial terms of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are and shall be deemed severable.
- B. The Grantee shall notify HCD immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or HCD, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of HCD.

EXHIBIT E

SPECIAL TERMS AND CONDITIONS

1. All proceeds from any interest-bearing account established by the Grantee for the deposit of HHAP 6 funds, along with any interest-bearing accounts opened by subrecipients to the Grantee for the deposit of HHAP 6 funds, must be used for HHAP 6 eligible activities. The 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 HSC section 50241 subdivision (f), any housing-related activities funded with HHAP 6 funds, including but not limited to interim housing (per HSC section 50243 subdivision (e)(3), 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 6 funding shall be used to adopt a Housing First approach within the entire local homelessness response system, including outreach and interim housing, short-term interventions like rapid re-housing, and longer-term interventions like permanent supportive housing.
3. The Grantee shall utilize its local HMIS to track HHAP 6 funded projects, services, and clients served. The 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 6 funding (e.g., by creating appropriate HHAP 6 specific funding sources and project codes in HMIS).
4. The Grantee shall participate in and provide data elements, including, but not limited to, health information, in a manner consistent with federal law, to the HMIS in accordance with their existing Data Use Agreements, and as required by HSC sections 50214(b) and 50220.6 and Welfare and Institutions Code section 8256. Any health information provided to, or maintained within, the Homeless Management Information System, or the HDIS, which compiles all HMIS data into a statewide data warehouse, shall not be subject to public inspection or disclosure under the California Public Records Act. For purposes of this paragraph, "health information" means "protected health information,"

Program Name: Homeless Housing, Assistance and Prevention Program Round 6 "HHAP 6"
NOFA Date: February 24, 2025
Approved Date: February 19, 2026
Prep Date: March 16, 2026

EXHIBIT E

as defined in Part 160.103 of Title 45 of the Code of Federal Regulations, and “medical information,” as defined in subdivision (j) of Section 56.05 of the Civil Code. HCD may, as required by operational necessity, amend or modify required data elements, disclosure formats, or disclosure frequency. Additionally, HCD, at its discretion, may provide Grantee with aggregate reports and analytics of the data Grantee submits to HDIS in support of the Purpose of this Agreement and the existing Data Use Agreement.

5. The Grantee agrees to accept technical assistance as directed by HCD or by a contracted technical assistance provider acting on behalf of HCD and report to HCD on programmatic changes the grantee will make as a result of the technical assistance and in support of their Regionally Coordinated Homelessness Action Plan.
6. The Grantee agrees to demonstrate a commitment to racial equity and, per HSC section 50222 subdivision (a)(2)(B), the Grantee shall use data provided through HDIS to analyze racial disproportionality in homeless populations and, in partnership with HCD, establish clear metrics and performance monitoring for achieving equity in provision of services and outcomes for Black, Native, and Indigenous, Latinx, Asian, Pacific Islanders and other People of Color who are disproportionately impacted by homelessness.
7. The Grantee should establish a mechanism for people with lived experience of homelessness to have meaningful and purposeful opportunities to inform and shape all levels of planning and implementation, including through opportunities to hire people with lived experience.
8. 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.
9. The Department represents that the intent of [Exhibit D, Section 1.B](#), 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 6 NOFA dated February 24, 2025 for this Agreement are appropriated to and available for the purposes of this Agreement, and further, that upon execution of this Agreement said funds are deemed allocated to and encumbered for the purposes described in this Agreement and shall not be terminated or reduced as a result of [Exhibit D, Section 1.B](#), Termination and Sufficiency

Program Name: Homeless Housing, Assistance and Prevention Program Round 6 “HHAP 6”

NOFA Date: February 24, 2025

Approved Date: February 19, 2026

Prep Date: March 16, 2026

EXHIBIT E

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.