

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

SAN BERNARDINO
COUNTY

Contract Number

~~(22-HHAP-20068)~~

22-110 A1

SAP Number

Community Revitalization

Department Contract Representative
Telephone Number

Kristin Stevens

909-501-0644

Contractor

CA Homeless Coordinating and Financial
Council- Business, Consumer Services
and Housing Agency

Contractor Representative
Telephone Number

Contract Term

Upon Cal ICH approval- 12/31/2026

Original Contract Amount

\$3,121,499.84

Amendment Amount

\$3,121,499.84

Total Contract Amount

Cost Center

Briefly describe the general nature of the contract:

The State's Homeless Housing, Assistance, and Prevention Program (HHAP-3) provides block grants to build on regional coordination to reduce and end homelessness. This Remainder Disbursement Contract for Funds (State Agreement No. 22-HHAP 20068) is for funding in the remainder disbursement amount of \$3,121,499.84, to support regional coordination and provide immediate assistance to people experiencing homelessness in the region.

FOR COUNTY USE ONLY

Approved as to Legal Form


Suzanne Bryant, Deputy County Counsel

Date

12-7-2022

Reviewed for Contract Compliance

▶

Date

Reviewed/Approved by Department

▶

Martha Zepeda, Deputy Executive Officer

Date



**California
Interagency Council
on Homelessness**



Business, Consumer Services and Housing Agency
Gavin Newsom, Governor | Lourdes M. Castro Ramírez, Secretary

INSTRUCTIONS

To receive your remainder disbursement of Homeless Housing, Assistance and Prevention Round 3 (HHAP 3) funding as soon as possible, please follow the instructions below. Incomplete documents or an untimely submission may result in a delayed disbursement.

Within this award package you will find the following documents:

- ☐ Instructions
- ☐ STD 213 - Standard Agreement Cover page
- ☐ Standard Agreement Exhibits A - F
- ☐ Request for Funds Form

The Standard Agreement contains:

- ☐ **STD 213** Standard Agreement Cover page
- ☐ **Exhibit A** Authority, Purpose and Scope of Work
- ☐ **Exhibit B** Budget Detail and Disbursement Provisions
- ☐ **Exhibit C** General Terms and Conditions
- ☐ **Exhibit D** Special Terms and Conditions
- ☐ **Exhibit E** State of California General Terms and Conditions
- ☐ **Exhibit F** Standard Agreement to Apply

For expeditious handling of the contract, please complete the following:

1. **Review** all documents thoroughly and discuss the requirements with your legal and financial advisors. Changes to the documents will not be accepted unless approved by the Business, Consumer Services and Housing Agency (Agency). Please verify that all information is correct on the documents including the entity name, contractor name, address and remainder disbursement amount—it is the grantee's responsibility to ensure this information is correct.

• **Note on Request for Funds Form (RFF):**

1. Please check the grantee information at the top of the form.
This will be the information that is used when checks are printed and mailed to grantees. The "Grantee Name" will be

the name printed on the award check, which is typically the Administrative Entity name. If you would like the check mailed to an individual's or department's attention, include their information in the "Attention to" line. The address listed should be the physical address where the check will be mailed. The "Contact Person" should be the individual we should contact if we have any questions about the remainder disbursement documents.

2. The RFF will only include the remainder portion of the HHAP-3 total award allocation.

2. **Obtain required signatures and/or initials** on each of the forms as follows. Each of the documents must be signed and/or initialed by an individual named as an Authorized Representative or Signatory on the Authorized Signatory Form on file with Cal ICH. Both original wet signatures and electronic signatures are acceptable.

- ☐ **STD 213 Standard Agreement Cover Page:** **printed name, title, signature and date** on the lower section titled "Contractor"
- ☐ **Exhibits A-F:** **initial** in the space provided on the bottom right of each Exhibit page.
- ☐ **Request for Funds (RFF):** **signature, printed name, title and date** on the lower section titled "Certification"

3. Once all documents are signed and/or initialed, **email** them to HHAP@bcsh.ca.gov within 30 days after receiving the award package.
4. Maintain a complete signed electronic version of the STD 213 and Exhibits A through F for your records. Note: the contract is not effective until it is signed by the Grantee's Authorized Representative or Signatory and the Agency. Once the Standard Agreement has been signed by Agency, a copy will be emailed to the Grantee for recordkeeping purposes.

REMINDERS: The Agency reserves the right to cancel a pending Standard Agreement in its entirety if it is not returned via email by the required due date. As stated in item 1, no changes may be made to the Standard Agreement or Exhibits A - F without prior written approval from the Agency.

If you have any issues with filling out these forms, please do not hesitate to reach out to us for assistance by emailing HHAP@bcsh.ca.gov.

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER
22-HHAP-20068PURCHASING AUTHORITY NUMBER (If Applicable)
010725

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

CONTRACTING AGENCY NAME

Business, Consumer Services and Housing Agency

CONTRACTOR NAME

San Bernardino County Office of Homeless Services

2. The term of this Agreement is:

START DATE

Upon BCSH approval

THROUGH END DATE

12/31/2026

3. The maximum amount of this Agreement is:

\$3,121,499.84 (Three Million One Hundred Twenty One Thousand Four Hundred Ninety Nine Dollars and Eighty Four Cents)

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

Exhibits	Title	Pages
Exhibit A	Authority, Purpose and Scope of Work	8
Exhibit B	Budget Detail and Disbursement Provisions	2
Exhibit C	Homeless Coordinating and Financing Council General Terms and Conditions	10
+ - Exhibit D	Special Terms and Conditions	2
+ - Exhibit E	State of California General Terms and Conditions	1
+ - Exhibit F	Standard Agreement to Apply	5

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 Office of Homeless Services

CONTRACTOR BUSINESS ADDRESS

216 North D Street, Suite 301

CITY

San Bernardino

STATE

CA

ZIP

92415

PRINTED NAME OF PERSON SIGNING

Leonard X. Hernandez

TITLE

Chief Executive Officer

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

12/29/2022

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

22-HHAP-20068

PURCHASING AUTHORITY NUMBER (If Applicable)

010725

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Business, Consumer Services and Housing Agency

CONTRACTING AGENCY ADDRESS

915 Capitol Mall, Suite 350-A

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Lourdes Castro Ramírez

TITLE

Secretary

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

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

EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

1) Authority

The State of California has established the Homeless Housing, Assistance, and Prevention Program Round 3 ("HHAP-3" or "Program") pursuant to Chapter 6 (commencing with Section 50216) of Part 1 of Division 31 of the Health and Safety Code. (Amended by Stats. 2021, Ch. 111, Sec. 4. (AB 140) Effective July 19, 2021.)

The Program is administered by the California Interagency Council on Homelessness ("Cal ICH") in the Business, Consumer Services and Housing Agency ("Agency"). HHAP-3 provides flexible block grant funds to Continuums of Care, large cities (population of 300,000+) and counties to build on the regional coordination created through previous Cal ICH grant funding and support local jurisdictions in their unified regional responses to reduce and end homelessness.

This Standard Agreement/Remainder Disbursement Contract for Funds along with all its exhibits ("Agreement") is entered into by Cal ICH and a Continuum of Care, a city, or a county ("Grantee") under the authority of, and in furtherance of the purpose of, the Program. In signing this Agreement and thereby accepting this award of funds, the Grantee agrees to comply with the terms and conditions of this Agreement, and the requirements appearing in the statutory authority for the Program cited above.

2) Purpose

The general purpose of the Program is to continue to build on regional coordination developed through previous rounds of funding of the Homeless Housing, Assistance, and Prevention Program (Chapter 6 (commencing with Section 50216)), the program established under this chapter, to reduce homelessness. This funding shall:

- a) Continue to build regional collaboration between continuums of care, counties, and cities in a given region, regardless of population, and ultimately be used to develop a unified regional response to homelessness.
- b) Be paired strategically with other local, state, and federal funds provided to address homelessness in order to achieve maximum impact. Grantees of this funding are encouraged to reference Putting the Funding Pieces Together: Guide to Strategic Uses of New and Recent State and Federal Funds to Prevent and End Homelessness to assist in using funding strategically for their planning

efforts in the delivery of services to people experiencing homelessness in the community.

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

In accordance with the authority cited above, an application was submitted by the Grantee for the remainder disbursement of HHAP-3 funds to be allocated to the Grantee pursuant to Health and Safety Code 50220.7(a)(4)(A).

3) Definitions

The following HHAP-3 program terms are defined in accordance with Health and Safety Code section 50216, subdivisions (a) – (r):

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

- g) "Emergency shelter" has the same meaning as defined in subdivision (e) of Section 50801.
- h) "Homeless" has the same meaning as defined in Section 578.3 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019.
- i) "Homeless Management Information System" means the information system designated by a Continuum of Care to comply with federal reporting requirements as defined in Section 578.3 of Title 24 of the Code of Federal Regulations. The term "Homeless Management Information System" also includes the use of a comparable database by a victim services provider or legal services provider that is permitted by the federal government under Part 576 of Title 24 of the Code of Federal Regulations.
- j) "Homeless point-in-time count" means the 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 Cal ICH by the date by which HUD's certification of the 2019 homeless point-in-time count is finalized. The Cal ICH shall review and approve or deny a request described in the previous sentence along with a jurisdiction's application for homeless funding.
- k) "Homeless youth" means an unaccompanied youth between 12 and 24 years of age, inclusive, who is experiencing homelessness, as defined in subsection (2) of Section 725 of the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11434a(2)). "Homeless youth" includes unaccompanied youth who are pregnant or parenting.
- l) "Housing First" has the same meaning as in Section 8255 of the Welfare and Institutions Code, including all of the core components listed therein.
- m) "Jurisdiction" means a city, city that is also a county, county, or Continuum of Care, as defined in this section.
- n) "Navigation center" means a Housing First, low-barrier, service-enriched shelter focused on moving homeless individuals and families into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing.
- o) "Program" means the Homeless Housing, Assistance, and Prevention program established pursuant to this chapter.

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- 1) "Round 1" of the program means the funding allocated under the program with moneys appropriated during the fiscal year beginning on July 1, 2019.
 - 2) "Round 2" of the program means the funding allocated under the program with moneys appropriated during the fiscal year beginning on July 1, 2020.
 - 3) "Round 3" of the program means the funding allocated under the program with moneys appropriated during the fiscal year beginning on July 1, 2021.
 - 4) "Round 4" of the program means the funding allocated under the program with moneys appropriated during the fiscal year beginning on July 1, 2022.
- p) "Program allocation" means the portion of program funds available to expand or develop local capacity to address immediate homelessness challenges.
- q) "Recipient" means a jurisdiction that receives funds from the Cal ICH for the purposes of the program.
- r) "Tribe" or "tribal applicant" means a federally recognized tribal government pursuant to Section 4103 of Title 25 of the United States Code.

Additional definitions for the purposes of the HHAP-3 program:

"Obligate" means that the Grantee has placed orders, awarded contracts, received services, or entered into similar transactions that require payment using HHAP-3 funding. Grantees, and the subrecipients who receive awards from those Grantees, must obligate the funds by the statutory deadlines set forth in this Exhibit A.

"Expended" means all HHAP-3 funds obligated under contract or subcontract have been fully paid and receipted, and no invoices remain outstanding.

4) Scope of Work

The Scope of Work ("Work") for this Agreement shall include uses that are consistent with Health and Safety Code (HSC) section 50218.6, subdivision (e), and section 50220.7, subdivisions (a)(4)-(5) & (f), and any other applicable laws.

By accepting these funds, the Grantee acknowledges that the remainder disbursement of funds is a portion of their total allocation under the HHAP-3 Program, to be used solely for the purposes outlined below.

The Grantee shall expend funds on evidence-based programs serving people experiencing homelessness among eligible populations, including any of the following eligible uses:

- a) Rapid rehousing, including rental subsidies and incentives to landlords, such as security deposits and holding fees.

- b) Operating subsidies in new and existing affordable or supportive housing units, emergency shelters, and navigation centers. Operating subsidies may include operating reserves.
- c) Street outreach to assist persons experiencing homelessness to access permanent housing and services.
- d) Services coordination, which may include access to workforce, education, and training programs, or other services needed to promote housing stability in supportive housing.
- e) Systems support for activities necessary to create regional partnerships and maintain a homeless services and housing delivery system, particularly for vulnerable populations including families and homeless youth.
- f) Delivery of permanent housing and innovative housing solutions, such as hotel and motel conversions.
- g) Prevention and shelter diversion to permanent housing, including rental subsidies.
- h) Interim sheltering, limited to newly developed clinically enhanced congregate shelters, new or existing noncongregate shelters, and operations of existing navigation centers and shelters based on demonstrated need. Demonstrated need for purposes of this paragraph shall be based on the following:
 - i) The number of available shelter beds in the city, county, or region served by a Continuum of Care.
 - ii) The number of people experiencing unsheltered homelessness in the homeless point-in-time count.
 - iii) Shelter vacancy rate in the summer and winter months.
 - iv) Percentage of exits from emergency shelters to permanent housing solutions.
 - v) A plan to connect residents to permanent housing.
 - vi) Any new interim sheltering funded by HHAP-3 funds must be low barrier, comply with Housing First as provided in Chapter 6.5 (commencing with Section 8255) of Division 8 of the Welfare and Institutions Code, and prioritize interventions other than congregate shelters.
- i) Improvements to existing emergency shelters to lower barriers and increase privacy.

In addition to the funding use requirements described above, the Grantee's expenditure of its entire HHAP-3 allocation must also comply with the following:

- a) At least 10 percent of the funds shall be spent on services for homeless youth populations.
- b) Not more than 7 percent of funds may be used for administrative costs incurred by the city, county, or continuum of care to administer its program allocation. For purposes of this Agreement, "administrative costs" does not include staff or other costs directly related to implementing activities funded by the program allocation.

5) Cal ICH Contract Coordinator

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

The Representatives during the term of this Agreement will be:

	PROGRAM	GRANTEE
ENTITY:	Business Consumer Services and Housing Agency	San Bernardino County Office of Homeless Services
SECTION/UNIT:	California Interagency Council on Homelessness (Cal ICH)	
ADDRESS:	915 Capitol Mall Suite 350-A Sacramento, CA, 95814	215 North D Street, Suite 301, San Bernardino, CA 92415-0044
CONTRACT COORDINATOR	Victor Duron	Tom Hernandez
PHONE NUMBER:	(916) 510-9442	(909) 501-0610
EMAIL ADDRESS:	Victor.Duron@bcsh.ca.gov	tom.hernandez@hss.sbcounty.gov

All requests to update the Grantee information listed within this Agreement shall be emailed to the HHAP Program's general email box at hhap@bcsh.ca.gov. The Council reserves the right to change their representative and/or contact information at any time with notice to the Grantee.

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6) Effective Date, Term of Agreement, and Deadlines

- a) This Agreement is effective upon approval by Cal ICH (indicated by the signature provided by Cal ICH in the lower left section of page one, Standard Agreement, STD. 213), when signed by all parties.
- b) This Agreement shall terminate on December 31, 2026.
- c) Grantees that are cities or continuums of care shall contractually obligate no less than 50 percent of HHAP-3 funds by May 31, 2024. If less than 50 percent is obligated after May 31, 2024, continuums of care and cities shall not expend any remaining portion of the 50 percent of program allocations required to have been obligated unless and until both of the following occur:
 - i) On or before June 30, 2024, the Grantee submits an alternative disbursement plan to Cal ICH that includes an explanation for the delay.
 - ii) Cal ICH approves the alternative disbursement plan or provides the Grantee with guidance on the revisions needed in order to approve the alternative disbursement plan.
 - iii) If the funds identified in the approved alternative disbursement plan are not fully expended by December 31, 2024, the funds shall be returned to the Cal ICH to be allocated as bonus awards.
- d) Grantees that are counties shall contractually obligate the full allocation (100 percent) awarded to them by May 31, 2024. Any funds that are not contractually obligated by this date shall be reverted to the Continuum of Care that serves the county. Specific to Los Angeles County, funds that are not contractually obligated by this date shall be divided proportionately using the HHAP-3 funding allocation formula among the four CoC's that serve Los Angeles County: City of Glendale CoC, City of Pasadena CoC, the City of Long Beach CoC, and the Los Angeles Homeless Services Authority.

Counties not obligating their full program allocation by May 31, 2024 are required to notify Cal ICH, on or before that date, of the name of the CoC(s) in which the county is served, and the amount of program funds that will be reverted to the CoC(s). By June 30, 2024, the county shall provide Cal ICH with evidence that the funds were transferred and submit an updated budget that clearly identifies the funds that were transferred.
- e) Grantees that do not meet the expenditure deadlines in HSC § 50220.7(k) shall not be eligible for bonus funding.
- f) HHAP-3 funds shall be expended by June 30, 2026.

The logo consists of the letters "LSH" in a stylized, bold font, with the word "Initial" written in a smaller, plain font directly beneath it.

- g) In accordance with Health and Safety Code section 50220.5, subdivision (l), Cal ICH retains the right to require a corrective action plan of grantees that are not on track to fully expend funds by the statutorily required deadline.
- h) Any funds not expended by June 30, 2026 shall be available for round 4 of the program pursuant to HSC § 50218.7.
- i) **Bonus Funds:** Health and Safety Code section 50220.7 mandates the following, regarding a recipient's eligibility for Bonus Funding:
 - i) Recipients that do not meet the obligation requirements laid out in Health and Safety Code section 50220.7(k)(1) shall not be eligible for bonus funding;
 - ii) Recipients shall demonstrate no later than June 30, 2024, whether they have successfully met their outcome goals; and Jurisdictions that have not met their outcome goals shall not be eligible for bonus funding and shall accept technical assistance from council staff. In addition, jurisdictions that have not met their outcome goals may also be required to limit allowable uses of program funds, as determined by the Council.
 - iii) If recipient receives bonus funding, the bonus funds will be distributed as an amendment to this contract. No additional contract will be executed.

7) **Special Conditions**

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

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**Homeless Housing, Assistance, and Prevention Program Round 3 (HHAP-3)
Remainder Disbursement Standard Agreement**

EXHIBIT B

BUDGET DETAIL and DISBURSEMENT PROVISIONS

1) Budget Detail & Changes

The Grantee agrees that HHAP-3 funds shall be expended on uses that support regional coordination and expand or develop local capacity to address immediate homelessness challenges. Such activities must be informed by a best-practices framework focused on moving people experiencing homelessness into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing.

The Grantee shall expend the remainder disbursement of HHAP-3 funds on eligible activities as detailed in Health and Safety Code Section 50220.7, subdivisions (a)(4)(B), (a)(5), (e), and (f).

2) General Conditions Prior to Disbursement

All Grantees must submit the following forms prior to HHAP-3 funds being released:

- Request for Funds Form ("RFF")
- STD 213 Standard Agreement form and initialed Exhibits A through F
- STD 204 Payee Data Record or Government Agency Taxpayer ID Form

3) Disbursement of Funds

Remainder Disbursement

HHAP-3 funds will be disbursed to the Grantee upon receipt, review and approval of the completed Standard Agreement and RFF by Cal ICH, the Department of General Services (DGS) and the State Controller's Office (SCO).

The RFF must include the proposed eligible uses and the amount of funds proposed for expenditure. The remainder disbursement of HHAP-3 funds will be disbursed in one allocation via mailed check once the RFF has been received by the SCO. Checks will be mailed to the address and contact name listed on the RFF.

Bonus Funds Disbursement

If Bonus Funds are received pursuant the requirements laid out in Health and Safety Code section 50220.7 Bonus Funds will be disbursed to the Grantee upon receipt, review and approval of the completed Amended Standard Agreement


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and RFF by Cal ICH, the Department of General Services (DGS) and the State Controller's Office (SCO).

The RFF must include the proposed eligible uses and the amount of funds proposed for expenditure. The Bonus Funds disbursement of HHAP-3 funds will be disbursed in one allocation via mailed check once the RFF has been received by the SCO. Checks will be mailed to the address and contact name listed on the RFF.

4) Expenditure of Funds

The remainder disbursement of HHAP-3 funds must be spent in accordance with HSC sections 50218.6(e) and 50220.7, subdivisions (a)(4)(B), (a)(5), (e), and (f), as described in Exhibit A, Section 4 "Scope of Work".

5) Ineligible Costs

a) HHAP-3 funds shall not be used for costs associated with activities in violation of any law or for any activities not consistent with the intent of the Program and the eligible uses identified in Health and Safety Code section 50220.7, subdivisions (a)(4)(B), (a)(5), (e), and (f).

b) Cal ICH reserves the right to request additional clarifying information to determine the reasonableness and eligibility of all uses of the funds made available by this Agreement. If the Grantee or its funded subrecipients use HHAP-3 funds to pay for ineligible activities, the Grantee shall be required to reimburse these funds to Cal ICH.

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

Cal ICH, at its sole and absolute discretion, shall make the final determination regarding the allowability of HHAP-3 fund expenditures.

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

e) HHAP-3 remainder disbursement funds may only be used to cover expenditures incurred no earlier than July 1, 2022. Unless expressly approved by Cal ICH in writing, reimbursements prior to July 1, 2022 are not permitted.

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Homeless Housing, Assistance, and Prevention Program Round 3 (HHAP-3)
Remainder Disbursement Standard Agreement

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1) Termination and Sufficiency of Funds

a) Termination of Agreement

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

b) Sufficiency of Funds

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

2) Transfers

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

3) Grantee's Application for Funds

Grantee has submitted to Cal ICH an application for HHAP-3 funds to support regional coordination and expand or develop local capacity to address its immediate homelessness challenges. Cal ICH is entering into this Agreement on the basis of Grantee's facts, information, assertions and representations contained in that application. Any subsequent modifications to the original funding plans submitted within the original application must be requested through the formal HHAP Change Request Process and are subject to approval by Cal ICH.

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

4) Reporting/Audits

a) Annual Reports

By January 1, 2023, and annually on that date thereafter until all funds have been expended, the Grantee shall submit an annual report to Cal ICH in a format provided by Cal ICH. Annual Reports will include a request for data on expenditures and people served with HHAP-3 funding, details on specific projects selected for the use of HHAP-3 funding, and data regarding the progress towards outcome goals. If the Grantee fails to provide such documentation, Cal ICH may recapture any portion of the amount authorized by this Agreement with a 14-day written notification. No later than October 1, 2026, the Grantee shall submit a final report, in a format provided by Cal ICH, as well as a detailed explanation of all uses of the Program funds.

b) Quarterly Expenditure Reports

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

c) Reporting Requirements

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

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

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- (2) The performance monitoring and accountability framework shall include clear metrics, which may include, but are not limited to, the following:
- (a) The number of individual exits to permanent housing, as defined by the United States Department of Housing and Urban Development, from unsheltered environments and interim housing resulting from this funding.
 - (b) Racial equity, as defined by the council in consultation with representatives of state and local agencies, service providers, the Legislature, and other stakeholders.
 - (c) Any other metrics deemed appropriate by the council and developed in coordination with representatives of state and local agencies, advocates, service providers, and the Legislature.
- (3) Data collection and reporting requirements shall support the efficient and effective administration of the program and enable the monitoring of jurisdiction performance and program outcomes.

Data shall include progress towards meeting the grantee's outcome goals. If significant progress toward outcome goals has not been made, the applicant shall:

- (a) Submit a description of barriers and possible solutions to meet those barriers
 - (b) Accept technical assistance from Cal ICH
 - (c) Include the progress towards outcome goals in all subsequent quarterly reports, until significant progress is made as deemed by Cal ICH
- ii) Expenditure Report: The expenditure report shall contain data on expenditures of HHAP-3 funding including but not limited to obligated funds, expended funds, and other funds derived from HHAP-3 funding.
- iii) Final Expenditure Plan: During the final fiscal year of reporting, grantees may be required to include a plan to fully expend HHAP-3 grant funding. This plan must be submitted with the quarterly expenditure report in a format to be provided by Cal ICH.
- iv) Cal ICH may require additional supplemental reporting with written notice to the Grantee.

- v) Grantee may, at their discretion, fully expend their HHAP-3 allocation prior to the end date of the grant term and will not be required to submit quarterly fiscal reports after the quarter in which their allocation was fully expended.

d) Auditing

Cal ICH reserves the right to perform or cause to be performed a financial audit. At Cal ICH request, the Grantee shall provide, at its own expense, a financial audit prepared by a certified public accountant. HHAP-3 administrative funds may be used to fund this expense. Should an audit be required, the Grantee shall adhere to the following conditions:

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

5) Inspection and Retention of Records

a) Record Inspection

Cal ICH or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance under this Agreement. The Grantee agrees to provide Cal ICH, or its designee, with any relevant information requested. The Grantee agrees to give Cal ICH or its designee access to its premises, upon reasonable notice and during normal business hours, for the purpose of interviewing employees who might reasonably have information related to such records, and of inspecting and copying such books, records, accounts, and other materials that may be relevant to an investigation of compliance with the Homeless Housing, Assistance, and Prevention Program laws, the HHAP-3 program guidance document published on the website, and this Agreement.

In accordance with Health and Safety Code section 50220.7, subdivision (m), if upon inspection of records Cal ICH identifies noncompliance with grant requirements. Cal ICH retains the right to impose a corrective action plan on the Grantee.

b) Record Retention

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

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

6) Breach and Remedies

a) Breach of Agreement

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

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

b) Remedies for Breach of Agreement

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

- i) Bar the Grantee from applying for future HHAP funds;
 - ii) Revoke any other existing HHAP-3 award(s) to the Grantee;
 - iii) Require the return of any unexpended HHAP-3 funds disbursed under this Agreement;
 - iv) Require repayment of HHAP-3 funds disbursed and expended under this Agreement;
 - v) Require the immediate return to Cal ICH of all funds derived from the use of HHAP-3 funds
 - vi) Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or participation in the technical assistance in accordance with HHAP-3 requirements.
- c) All remedies available to Cal ICH are cumulative and not exclusive.
- d) Cal ICH may give written notice to the Grantee to cure the breach or violation within a period of not less than 15 days.

7) Waivers

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

8) Nondiscrimination

During the performance of this Agreement, Grantee and its subrecipients shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, and denial of medical and family care leave or pregnancy disability leave. Grantees and 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

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

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

- a) **Current State Employees:** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent Grantee with any State agency to provide goods or services.
- b) **Former State Employees:** For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
- c) **Employees of the Grantee:** Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the Political Reform Act of 1974 (Gov. Code, § 81000 et seq.).
- d) **Representatives of a County:** A representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county.

10) Drug-Free Workplace Certification

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

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


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

11) Child Support Compliance Act

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

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

12) Special Conditions – Grantees/Subgrantee

The Grantee agrees to comply with all conditions of this Agreement including the Special Conditions set forth in Exhibit D. These conditions shall be met to the satisfaction of Cal ICH prior to disbursement of funds. The Grantee shall ensure that all Subgrantees are made aware of and agree to comply with all the conditions of this Agreement and the applicable State requirements governing the use of HHAP-3


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funds. Failure to comply with these conditions may result in termination of this Agreement.

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

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

The Grantee agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, and all other matters applicable and/or related to the HHAP-3 program, the Grantee, its subrecipients, and all eligible activities.

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

14) Inspections

- a) Grantee shall inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.
- b) Cal ICH reserves the right to inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.

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- c) Grantee agrees to require that all work that is determined based on such inspections not to conform to the applicable requirements be corrected and to withhold payments to the subrecipient until it is corrected.

15) Litigation

- a) If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of Cal ICH, shall not affect any other provisions of this Agreement and the 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 Cal ICH immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or Cal ICH, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of Cal ICH.

**Homeless Housing, Assistance, and Prevention Program Round 3 (HHAP-3)
Remainder Disbursement Standard Agreement**

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

- 1) All proceeds from any interest-bearing account established by the Grantee for the deposit of HHAP-3 funds, along with any interest-bearing accounts opened by subrecipients to the Grantee for the deposit of HHAP-3 funds, must be used for HHAP-3-eligible activities and reported on as required by Cal ICH.
- 2) Per Health and Safety Code Section 50220.7 (g), any housing-related activities funded with HHAP-3 funds, including but not limited to emergency shelter (per HSC § 50220.7(e)(8)(F)), rapid-rehousing, rental assistance, transitional housing and permanent supportive housing, must be in compliance or otherwise aligned with the core components of Housing First, as described in Welfare and Institutions Code section 8255, subdivision (b). Individuals and families assisted with these funds must not be required to receive treatment or perform any other prerequisite activities as a condition for receiving shelter, housing, or other services for which these funds are used. In addition, HHAP-3 funding shall be used to adopt a Housing First approach within the entire local homelessness response system, including outreach and emergency shelter, short-term interventions like rapid re-housing, and longer-term interventions like supportive housing.
- 3) Grantee shall utilize its local Homeless Management Information System (HMIS) to track HHAP-3-funded projects, services, and clients served. Grantee will ensure that HMIS data are collected in accordance with applicable laws and in such a way as to identify individual projects, services, and clients that are supported by HHAP-3 funding (e.g., by creating appropriate HHAP-3-specific funding sources and project codes in HMIS).
- 4) Grantee shall participate in and provide data elements, including, but not limited to, health information, in a manner consistent with federal law, to the statewide Homeless Management Information System (known as the Homeless Data Integration System or "HDIS"), in accordance with their existing Data Use Agreement entered into with the Council, if any, and as required by Health and Safety Code section 50220.6. Any health information provided to, or maintained within, the statewide Homeless Management Information System shall not be subject to public inspection or disclosure under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code). For purposes of this paragraph, "health information" means "protected health information," as defined in Part 160.103 of Title 45 of the Code of Federal Regulations, and "medical information," as defined in subdivision (j) of Section 56.05 of the Civil Code. The Council may, as required by operational necessity, amend or modify required data elements, disclosure formats, or disclosure frequency. Additionally, the Council, at its discretion, may provide


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Grantee with aggregate reports and analytics of the data Grantee submits to HDIS in support of the Purpose of this Agreement and the existing Data Use Agreement.

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

Homeless Housing, Assistance, and Prevention Program Round 3 (HHAP-3)

Remainder Disbursement Standard Agreement

EXHIBIT E

STATE OF CALIFORNIA GENERAL TERMS AND CONDITIONS

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

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

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

Homeless Housing, Assistance, and Prevention Program Round 3 (HHAP-3)

Standard Agreement

EXHIBIT F

STANDARD AGREEMENT TO APPLY



Homeless Housing, Assistance, and Prevention Program Round 3 (HHAP-3) Standard Agreement to Apply

HHAP-3 funding is provided pursuant to Health & Safety Code 50220.7(a) and requires all eligible applicants to submit this Standard Agreement to Apply no later than **5:00pm on October 15, 2021**. In this agreement, applicants must indicate whether they intend to apply for HHAP-3 funding jointly with an overlapping jurisdiction or apply as an individual entity. For any eligible applicant who does not submit an agreement by the deadline, HCFC may choose to re-allocate the applicant's allocation to an overlapping jurisdiction¹.

Eligible applicants applying jointly with an overlapping jurisdiction will designate one of the jointly applying jurisdictions as the Administrative Entity which will enter into contract with the HCFC to administer the combined allocations of the joint applicants. Applicants may only apply jointly with a Continuum of Care (CoC), large city, or county that serves an overlapping region. The Administrative Entity is required to submit a binding resolution or agreement that designates a single Administrative Entity for the combined allocations and an explanation of how the jointly applying applicants will administer the funds allocated to them pursuant to this section. This binding resolution or agreement must be signed by the authorized representatives of all applicants and must be submitted with the signed HHAP-3 Initial Disbursement Contract for Funding, separate from the Standard Agreement to Apply.

By submitting this form, you agree to participate in the HHAP-3 application process as indicated below and comply with all requirements as set forth in Health and Safety Code 50220.7.

APPLICATION SUBMISSION INFORMATION

ALL APPLICANTS:

Eligible Applicant Jurisdiction

☐ Large City: _____ ☐ County: _____

☒ Continuum of Care: City and County of San Bernardino CoC Number: CA-609

Administrative Entity: San Bernardino County - Office of Homeless Services

Contact Person: Tom Hernandez

Title: Chief of Homeless Services

Contact Phone Number: (909) 501-0610

Contact Email Address: Tom.Hernandez@hss.sbcg

Individual or Joint Application Designation:

☒ San Bernardino County Office of Homeless Services will submit an **individual** application for HHAP-3 funding

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

¹ For the purposes of the HHAP program, overlapping jurisdictions are eligible applicants that are located within the same geographic area as the local CoC.

Jurisdiction Name	Applicant Type (County, CoC, or City)

JOINT APPLICANTS ONLY:**Fund Disbursement/Contract Execution**

The jointly applying jurisdictions designate the following jurisdiction as the **Administrative Entity** of the total combined allocations and acknowledge that the Administrative Entity will enter into legal agreement with HCFC and receive any disbursements for which the jointly applying jurisdictions may be deemed eligible.

Administrative Entity:

☐ CoC ☐ Large City ☐ County

Name of Applicant: _____

Joint Applicants agree to the following:

1. Joint Applicants must designate a single Administrative Entity to receive the entire combined HHAP-3 allocations.
2. The Administrative Entity must be a CoC, large city (if applicable), or county that serves the same region.
3. The Administrative Entity receiving allocations on behalf of joint applicants shall use the funds in the jurisdiction(s) entitled to the funds or to provide regional housing or services that serve the population living in each of the jurisdiction(s) entitled to the funds.
4. The Administrative Entity is responsible for complying with all program expenditure requirements and deadlines for the total combined allocations it is administering.
5. The Administrative Entity must enter into a binding resolution or agreement with joint applicants to designate the Administrative Entity for the combined allocations which includes an explanation of how the jointly applying applicants will administer the funds allocated to them. This binding resolution or agreement must be signed by authorized representatives and will be included with the contract for funds.
6. The HHAP-3 joint application will clearly identify the intended use of all the funds from each jointly applying jurisdiction.
7. The HHAP-3 joint application will clearly describe in detail the collaboration between the jointly applying jurisdictions and an explanation of how the jointly applying jurisdictions will partner to meet their program goals.
8. The performance goals set in the HHAP-3 joint application will be used to determine the joint applicants' eligibility for future bonus funding.

HHAP-3 APPLICATION REQUIREMENTS**Application Requirements – ALL APPLICANTS:**

By initialing below, the eligible applicant(s) acknowledges their intent to participate in the HHAP-3 application process as follows:

TH _____ the eligible applicant(s) will receive an Initial disbursement equaling no more than 20% (or 25% for jointly applying applicants) of their total allocation if this Agreement to Participate is submitted by 5:00pm on October 15, 2021 per HSC 50220.7(a)(4)(A)(ii).

TH _____ Initial funds may be used to complete the local homeless action plan, as required by HSC 50220.7(b)(3)(A), including paying for any technical assistance or contracted entities to support the completion of the homelessness action plan.

TH _____ As stated in HSC § 50220.7(a)(5), priority for initial funds, above the costs of completing the homelessness action plan, shall be for systems improvement, including, but not limited to, all of the following:

(A) Capacity building and workforce development for service providers within the jurisdiction, including removing barriers to contracting with culturally specific service providers and building capacity of providers to administer culturally specific services.

(B) Funding existing evidence-based programs serving people experiencing homelessness.

(C) Investing in data systems to meet reporting requirements or strengthen the recipient's Homeless Management Information System.

(D) Improving homeless point-in-time counts.

(E) Improving coordinated entry systems to eliminate racial bias or to create a youth-specific coordinated entry system.

TH _____ To receive the remaining balance of its round 3 program allocation, an applicant shall submit an application to the council by June 30, 2022, that includes a local homelessness action plan and specific outcome goals in accordance with the requirements laid out in HSC § 50220.7(b).

TH _____ The applicant shall engage with the council on its local plan and outcome goals before submitting a complete application, per HSC § 50220.7(b)(1).

TH _____ For city, county, and continuum of care applicants, local homelessness action plans pursuant to HSC § 50220.7(b)(3)(A) and outcome goals pursuant to HSC § 50220.7(b)(3)(C) shall be agendaized at a regular meeting of the governing body, including receiving public comment, before being submitted to the council, per HSC § 50220.7(b)(2).

TH _____ A complete application shall conform to the requirements laid out in HSC § 50220.7(b)(3).

FORM CONTINUES ON PAGE 4

HHAP-3 GRANTEE AWARD DISBURSEMENT INFORMATION**ALL APPLICANTS:**

Instructions: Please fill out the information below, which is needed to process your HHAP Round 3 (HHAP-3) initial award disbursement:

Administrative Entity/Contracting Agency Name

San Bernardino County Office of Homeless Services

Administrative Entity/Contracting Agency Business Address

215 North D Street, Suite 301

Contract Manager Name

Tom Hernandez

Contract Manager Email Address

Tom.Hernandez@hss.sbcounty.gov

Contract Manager Phone Number

(909) 501-0610

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

Attention to: Tom Hernandez

215 N. D Street, Suite 301, San Bernardino, CA 92415-0044

For grantees who have previously contracted with BCSH, in order to reduce the amount of paperwork needed to process your HHAP-3 award, HCFC is offering the opportunity to use the Tax ID Form (Government Taxpayer ID Form for governmental entities or STD 204 Form for non-governmental entities) and/or Authorized Signatory Form currently on file with HCFC for HHAP-3 award disbursements. You may revoke these authorizations by submitting an updated Tax ID Form or Authorized Signatory Form to hhap@bcsh.ca.gov.

Select one:

☒ The information on the Tax ID Form used for the HHAP-2 award disbursement is accurate, and I am authorizing HCFC to use the previously submitted form for the HHAP-3 initial award disbursement

☐ I have included a new Tax ID Form for the initial HHAP-3 award disbursement

Select one:

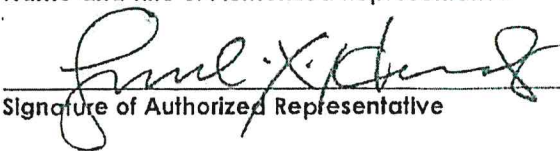
☒ The information on the most recent Authorized Signatory Form on file with HCFC is accurate, and I am authorizing HCFC to use the form on file for HHAP-3

☐ I have included a new authorized signatory form for HHAP-3

CERTIFICATION

I certify that the signature below is authorized to sign for all applicable documents for the HHAP-3 grant on behalf of the Eligible Applicant Jurisdiction listed above.

Leonard X. Hernandez

Name and Title of Authorized Representative**Signature of Authorized Representative**

10/15/2021

Date



**California
Interagency Council
on Homelessness**

**Authorized Signatories Form
Cal ICH Grant Programs**

Instructions: This form is intended to list all of the individuals who are authorized to sign Cal ICH grant documents on behalf of the administrative entity. The authorized representative who signs this form must be an individual who is authorized to legally bind the administrative entity to Cal ICH grant agreements. The authorized representative is authorized to sign all Cal ICH grant documents on behalf of the administrative entity and may authorize additional signatories to sign Cal ICH grant documents using the 'Authorized Signatories' section below.

Grantee Information: Enter the names of the eligible jurisdiction (ie. Sacramento CoC) and administrative entity (ie. Sacramento Steps Forward) and select all of the Cal ICH grant programs to which this form applies.

Authorized Signatories: Enter the names and title/position of the individuals authorized by the authorized representative to sign Cal ICH grant documents. Each of the authorized signatories listed below must sign this form. Signatures may be wet or electronic.

Certification: By signing this form, the authorized representative certifies that they are authorized to legally bind the administrative entity to Cal ICH grant agreements, they are authorized to sign all Cal ICH grant documents, and the authorized signatories listed on this form are additionally authorized to sign Cal ICH grant documents. Signatures may be wet or electronic.

Changes to this form: This form must be updated by the administrative entity whenever the authorized representative or signatories change.

GRANTEE INFORMATION

Eligible Jurisdiction:

Administrative Entity:

This form applies to the following grants:

☐ HHAP-1 ☐ HHAP-2 ☒ HHAP-3 ☐ HHAP-4 ☐ ERF ☐ FHC ☐ Other: _____

AUTHORIZED SIGNATORIES

Name	Title/Position	Signature
Leonard X. Hernandez	Chief Executive Officer	

CERTIFICATION

I certify that I am legally authorized to sign grant documents and that I am additionally authorizing the above signatories to sign Cal ICH grant documents.

Name of Authorized Representative

Title

Signature of Authorized Representative

Date



HOMELESS HOUSING, ASSISTANCE AND PREVENTION ROUND 3 REMAINDER DISBURSEMENT REQUEST FOR FUNDS FORM

Contract Number	22-HHAP-20068	Expenditure Deadline:	6/30/2026
Invoice Number	22-HHAP-20068	Contact Person:	Tom Hernandez
Grantee Name:	San Bernardino County Office of Homeless Services	Contact Person Title:	Chief of Homeless Services
Attention to:	Tom Hernandez	E-mail:	tom.hernandez@hss.sbcounty.gov
Address:	215 N. D Street, Suite 301	Phone No.:	(909) 501-0610
City/State/Zip:	San Bernardino, CA 92415-0044		

HHAP-3 REMAINDER DISBURSEMENT FUNDING BREAKDOWN

AWARD

Per Health and Safety Code Section 50220.7, a recipient may use HHAP-3 funds 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, including:

- Rapid rehousing
- Operating subsidies
- Street outreach
- Services coordination
- Systems support
- Delivery of permanent housing
- Prevention and shelter diversion
- Interim sheltering
- Improvements to existing emergency shelters
- Administrative costs (up to 7%)

TOTAL: \$3,121,499.84

CERTIFICATION

**By signing this form, I certify to the best of my knowledge and belief that the form is true, complete, and accurate, and the activities and budget are for the purposes and objectives set forth in the terms and conditions of the Standard Agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.*

Leonard X. Hernandez	Chief Executive Officer
Name of Authorized Representative or Signatory	Title of Authorized Representative or Signatory
	12.29.2022
Signature of Authorized Representative or Signatory	Date:

BCSH USE ONLY

Grant Management Representative Signature	Date:
Victor Duron	Grants Director
Grant Management Representative Name	Grant Management Representative Title

BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY
CALIFORNIA INTERAGENCY COUNCIL ON HOMELESSNESS (REV 1/22)
915 Capitol Mall, Suite 350-A
Sacramento, CA 95814
Phone: (916) 653-4090
Fax: (916) 653-3815



HOMELESS HOUSING, ASSISTANCE AND PREVENTION ROUND 3 REMAINDER DISBURSEMENT REQUEST FOR FUNDS FORM

Contract Number 22-HHAP-20068

Invoice Number 22-HHAP-20068

Grantee Name: San Bernardino County Office of Homeless Services

Attention to: Tom Hernandez

Address: 215 N. D Street, Suite 301

City/State/Zip: San Bernardino, CA 92415-0044

Expenditure Deadline: 6/30/2026

Contact Person: Tom Hernandez

Contact Person Title: Chief of Homeless Services

E-mail: tom.hernandez@hss.sbcounty.gov

Phone No.: (909) 501-0610

HHAP-3 REMAINDER DISBURSEMENT FUNDING BREAKDOWN

AWARD

Per Health and Safety Code Section 50220.7, a recipient may use HHAP-3 funds 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, including:

- Rapid rehousing
- Operating subsidies
- Street outreach
- Services coordination
- Systems support
- Delivery of permanent housing
- Prevention and shelter diversion
- Interim sheltering
- Improvements to existing emergency shelters
- Administrative costs (up to 7%)

TOTAL: \$3,121,499.84

CERTIFICATION

"By signing this form, I certify to the best of my knowledge and belief that the form is true, complete, and accurate, and the activities and budget are for the purposes and objectives set forth in the terms and conditions of the Standard Agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise."

Leonard N. Hernandez

Chief Executive Officer

Name of Authorized Representative or Signatory

Title of Authorized Representative or Signatory

Signature of Authorized Representative or Signatory

Date:

BCSH USE ONLY

Grant Management Representative Signature

Date:

Jeannie McKendry

Grants Development Section Chief

Grant Management Representative Name

Grant Management Representative Title

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

22-HHAP-20068

PURCHASING AUTHORITY NUMBER (If Applicable)

010725

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

CONTRACTING AGENCY NAME

Business, Consumer Services and Housing Agency

CONTRACTOR NAME

San Bernardino County Office of Homeless Services

2. The term of this Agreement is:

START DATE

Upon BCSH approval

THROUGH END DATE

12/31/2026

3. The maximum amount of this Agreement is:

\$3,121,499.84 (Three Million One Hundred Twenty One Thousand Four Hundred Ninety Nine Dollars and Eighty Four Cents)

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

Exhibits	Title	Pages
Exhibit A	Authority, Purpose and Scope of Work	8
Exhibit B	Budget Detail and Disbursement Provisions	2
Exhibit C	Homeless Coordinating and Financing Council General Terms and Conditions	10
+ - Exhibit D	Special Terms and Conditions	2
+ - Exhibit E	State of California General Terms and Conditions	1
+ - Exhibit F	Standard Agreement to Apply	5

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 Office of Homeless Services

CONTRACTOR BUSINESS ADDRESS

215 North D Street, Suite 301

CITY

San Bernardino

STATE

CA

ZIP

92415

PRINTED NAME OF PERSON SIGNING

Leonard X. Hernandez

TITLE

Chief Executive Officer

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

12/29/2022

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

22-HHAP-20068

PURCHASING AUTHORITY NUMBER (If Applicable)

010725

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Business, Consumer Services and Housing Agency

CONTRACTING AGENCY ADDRESS

500 Capitol Mall, Suite 1850

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Lourdes Castro Ramírez

TITLE

Secretary

CONTRACTING AGENCY AUTHORIZED SIGNATURE


Lourdes Castro Ramirez (Jan 12, 2023 13:32 PST)

DATE SIGNED

Jan 12, 2023

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)



County of San Bernardino DELEGATED AUTHORITY – DOCUMENT REVIEW FORM

This form is for use by any department or other entity that has been authorized by Board of Supervisors/Directors action to execute grant applications, awards, amendments or other agreements on their behalf. All documents to be executed under such delegated authority must be routed for County Counsel and County Administrative Office review prior to signature by designee.

Note: This process should NOT be used to execute documents under a master agreement or template, or for construction contract change orders. Contact your County Counsel for instructions related to review of these documents.

Complete and submit this form, along with required documents proposed for signature, via email to the department's County Counsel representative and Finance Analyst. If the documents proposed for signature are within the delegated authority, the department will submit the requisite hard copies for signature to the County Counsel representative. Once County Counsel has signed, the department will submit the signed documents in hard copy, as well as by email, to CAO Special Projects Team for review. If approved, the department will be provided routing instructions as well as direction to submit one set of the executed documents to the Clerk of the Board within 30 days.

For detailed instructions on submission requirements, reference Section 7.3 of the Board Agenda Item Guidelines as the Delegation of Authority does not eliminate the document submission requirements.

Department/Agency/Entity: Office of Homeless Services/ Community Revitalization

Contact Name: Kristin Stevens Telephone: 501-0644

Agreement No.: _____ Amendment No.: _____ Date of Board Item 3/1/22 Board Item No.: 22

Name of Contract Entity/Project Name: Cal ICH/ Homeless Assistance Program- Round 3 (HHAP-3)

Explanation of request/Special Instructions:

On March 1, 2022 (Item No. 22), the Board authorized the Chief Executive Officer (CEO) or Deputy Executive Officer to execute the HHAP-3 Remainder Disbursement Contract for Funds on behalf of the San Bernardino City and Continuum of Care, subject to review by County Counsel. The department is requesting CEO signature of the HHAP-3 Remainder Disbursement Contract (State No. 22-HHAP-20068) on behalf of San Bernardino City and Continuum of Care, in the amount of \$3,121,499.84 with a term beginning upon approval by the State through December 31, 2026. The mandatory agreement package also includes an Authorized Signatory form for signature, identifying the authorized signatory of the HHAP-3 documents. The agreement package is due to the State by December 31, 2022.

Insert check mark that the following required documents are attached to this request:

- ☒ Documents proposed for signature (Note: For contracts, include a signed non-standard contract coversheet for contracts not submitted on a standard contract form).
- ☒ Board Agenda item that delegated the authority

Department Routed to County Counsel	County Counsel Name: Suzanne Bryant	Date Sent: 12/20/2022
Reviewing County Counsel Use Only	Review Date <u>12/20/2022</u> <u>Suzanne Bryant</u> Signature	Determination: ☒ Within Scope of Delegated Authority ☐ Outside Scope of Delegated Authority
CAO-Special Projects Use Only	Review Date <u>12/21/22</u> <u>[Signature]</u> Signature	Disposition: ☒ Route for signature to: ____ Chair ☒ CEO ____ Department ____ Return to Department for preparation of agenda item